

# The Solicitors Journal.

LONDON, MARCH 20, 1886.

## CURRENT TOPICS.

MR. O'HEA's Bill for the abolition of the Certificate Duty, to which several correspondents have referred, was not obtainable at HANSARD'S up to Thursday afternoon.

LORD COLERIDGE, who undertook to supply the place of the Master of the Rolls during his absence, owing to a bronchial affection, is likely to be detained much longer in Appeal Court, No. 1, than he anticipated, a case of unusual magnitude having chanced to come into the paper during his presidency.

IN A CASE of *Re Collins, Collins v. Collins*, which came before Mr. Justice PEARSON on Wednesday last, that learned judge, in sanctioning an allowance for maintenance, took occasion to say that the power to accumulate income for the long period allowed by law was "most mischievous"; and he considered that the question was worthy of the attention of legislators.

MR. MUNDELLA's Railway and Canal Traffic Bill has been received with a chorus of approbation, and there is no doubt that, in regard to revision of rates, it is a great improvement upon Mr. CHAMBERLAIN'S Bill of last session. Shortly put, the effect of the Bill would be this—to substitute a judge and two lay assessors for the present Railway Commission; to give, not only all local authorities properly so called, but also chambers of agriculture and commerce a *locus standi* before the commission; to give an appeal to the Court of Appeal direct, with further appeal by leave to the House of Lords, at the same time abolishing the present indirect appeal by prohibition; to enlarge the jurisdiction of the commissioners into the sphere of compelling obedience to special Acts, and of granting damages; and to provide for a complete revision of rates, and of the classification of them. The proposal to abolish the present Railway Commission cannot be satisfactorily discussed until its meaning has been more fully explained. If the intention is that the present legal member of the commission shall be constituted a judge of the High Court, and shall devote his leisure to the performance of duties as such judge, the proposal practically adopts a suggestion we have several times made with a view to obtaining the more speedy disposal of business in the Chancery Division. If, on the other hand, the intention is (as we rather gather from Mr. MUNDELLA'S speech) that one of the present judges of the High Court shall be detailed to perform the work of chief commissioner, the result will apparently be to diminish the strength available for transacting the judicial business of the High Court, and to bring an inexperienced person to deal with the business of the commission. One objection to the change is that, whereas the present commission sits in England, Scotland, and Ireland, the judge and president of the new commission will be a different man in all three countries, so that there will be a great risk of want of uniformity in the future decisions of the new tribunal on points of law. In other respects, except by omitting, we think rather unfortunately, a few simple and unobjectionable provisions as to public safety, and except by newly including elaborate provisions for revising rates, the Bill repeats the clauses of Mr. CHAMBERLAIN'S Bill, and is very much to be commended. If the commission is to continue to be of any use, it is almost a matter of necessity that the indirect appeal by prohibition should be abolished, and that the commission

should be empowered to award damages, and to compel obedience to special Acts. With regard to the latter provision, indeed, it may be suggested that the power to enjoin obedience should be extended to cases within the general Railway Acts as well. For instance, under the present law (see Regulation of Railways Act, 1868, s. 15), railway companies are under the obligation to publish lists of passenger fares at each station on their lines, but neither by that nor any other Act is there any special penalty imposed upon them for disobedience to this obligation. Defaulting companies could, no doubt, be proceeded against by *mandamus*, or even by indictment, but it would be much better to give such a tribunal as the Railway Commission a jurisdiction in the matter, and the present seems to be a fitting opportunity for conferring such a jurisdiction. It remains to notice that, by virtue of the Expiring Laws Continuance Act, 1885 (48 & 49 Vict. c. 59), the Act of 1873 remains in force until the 31st of December, 1886, only, so that some legislation or other upon the subject of the Railway Commission is absolutely necessary.

MR. MUNDELLA'S PROPOSAL, in clause 24 of the Railway and Canal Traffic Bill, for the revision of railway rates will, if carried, effect a greater change in railway law than any effected since the first establishment of railways in this country. The proposal is that every company "shall submit to the Board of Trade a revised classification of rates and charges, and a revised schedule of maximum rates and charges proposed to be charged by such company." The Board of Trade is to consider such classification and schedule (which are to be published) and any objections thereto, and after communicating with the company and the objectors, to settle the same "in such manner as shall appear to the Board of Trade to be just and reasonable." The classification and schedule so settled are then to be embodied in a provisional order—and finally, after full opportunities for petition, in an Act of Parliament. Of the desirability of some revision there can be no doubt. It was pointed out in the strongest terms by the Royal Commission of 1867, and by the Joint Select Committee of 1872, that the classification of rates under the existing special Acts is replete with anomalies, absurdities, and diversities. "One Act," observed the Royal Commissioners, "enumerates 22 articles; another, 98; another, 160; the Acts adding, at the end of the highest class, general words to include all other articles and matters not enumerated in the previous classes." "The present loose and imperfect classification of rates in the special Acts," said the Joint Select Committee, "leaves it in the power of the companies arbitrarily to place in one class or another, or to remove from one class to another, the many unenumerated goods." Then, is Mr. MUNDELLA'S proposal a reasonable and just one? We think it is, subject to the following criticisms:—First, it should be expressly provided that the revision should extend to charges for passengers as well as for goods; and, secondly, in justice to the companies, it should be provided that the revised charges should not be again subject to revision within a limited period. This would be following the analogy of the Government Purchase Act of 1844 (7 & 8 Vict. c. 85), under the 1st section of which the charges on lines authorized after 1844 may, in certain events which have not happened, be revised after the expiration of twenty-one years from the passing of the special Act authorizing the line, "provided that such revised scale shall not be again revised, otherwise than with the consent of the company, for the further period of twenty-one years."

THE ARBITRATION BILL of Lord BRAMWELL, which has been read a second time in the House of Lords, continues the codification com-

menced by the Bills of Exchange Act, 1882. The statute law of arbitrations is contained, as was the statute law of bills of exchange contained before 1882, in but a few short enactments; but the case law has to be searched for in many hundreds of decisions. In 140 clauses, Lord BRAMWELL now proposes to consolidate the whole of this case, as well as statute law, in much the same way as the law of bills of exchange was codified by the Act of 1882. A memorandum prefixed to the Bill states that "it proposes no changes in the law; the utmost which it does is, when there are conflicting decisions, to state the law in accordance with what appears to be the correct view." The Bill carries out its object in clear and accurate language, and will, of course, effect an enormous improvement in the form of the law of arbitration. We observe that occasion has been taken to re-enact Rules of Court as well as statutes—for instance, the whole of those rules (46 to 55) of R. S. C., 1883, XXXVI., which regulate the rotation of official referees and trial before and report of referee, are repeated in a schedule, and are evidently intended to form part of the Act. Is it intended to withdraw these rules from the supervision of the Rule Committee? We doubt the expediency of such a course. Anyhow, the matter should be expressly provided for one way or the other. With regard to the form which the Bill will ultimately take, it is material to point out that it is not intended by its promoters to be a consolidation Bill only, though drawn and presented to the House in that form. The memorandum states that "it is intended to propose in committee the following amongst other changes," and then no less than eleven specific changes of more or less importance are enumerated. Of these the most important are an abridgment of the power of revoking submissions (see *Fraser v. Ehrensperger*, L. R. 12 Q. B. D. 310, and the cases there cited) and the laying down "a common form of submission which shall be in accordance with the general understanding of men of business and parties to arbitrations, and which shall, unless the contrary be expressed, be implied in all references." We heartily support the former amendment, as the cases (see *Re Rouss and Meier*, L. R. 6 C. P. 212) on the authority of which *Fraser v. Ehrensperger* proceeded have long appeared to us to be flatly opposed to the spirit of arbitration law; and it is noteworthy that in *Re Rouss and Meier*, BOVILL, C.J., delivered a dissenting judgment. It is also proposed "to supply various omissions in the Common Law Procedure Act, 1854," and, following the analogy of the Bills of Exchange Act, to "assimilate the English and Scotch law of arbitration." It would have been more convenient, in accordance with the practice followed by the Government in dealing with the law of lunacy, to have presented the amendments in a separate Bill, to be eventually consolidated with the consolidating Bill. A further amendment we would suggest is that, in accordance with a somewhat similar provision in the Bills of Exchange Act (see section 97), the Bill should state, as appears to be intended, that it has no application to arbitrations under the Lands Clauses Act or other statutes, as the Agricultural Holdings Act, containing special provisions as to arbitration.

THE CASE of *Canning v. Farquhar*, before the Court of Appeal on Saturday week, presented a neat little legal problem. On December 2, 1883, CANNING filled up and forwarded through WALTERS to the Sun Life Assurance Co., a proposal form for a policy of that company on CANNING's life for £2,000. The form contained the usual stipulation that the statements contained therein were to be taken to be the basis of the contract of insurance. The usual medical examination took place, and on December 14, 1883, the company wrote to WALTERS stating that CANNING's proposal had been accepted at the annual premium of £47 18s. 4d., but adding that no assurance was to take place until the first premium was paid. CANNING arranged with WALTERS that the latter should pay this premium. On January 5, 1884, CANNING had a severe accident. Two days afterwards the company, not having heard of this accident, wrote to say that if the premium was not paid before January 14, CANNING would have to sign a certificate of health. On January 9 WALTERS tendered the premium to the company, telling them of CANNING's accident, but the company refused to receive it. CANNING died on January 10, and the action was brought

to recover damages for the company's alleged breach of contract. Now, there was in this case a proposal, and a qualified acceptance of the proposal; but everything turns on the nature of this proposal and acceptance. The proposal was this: "Will you grant me a policy on the basis of the statements herein contained?" The reply was practically, "On payment of the premium now stated by us we will grant you a policy on the basis of the statements in your proposal." There was not, therefore, an unqualified acceptance of the proposal by the company; for, independently of the mention by them of the rate of premium, a new term was added by them—viz., that no assurance was to take place until the premium was paid. The reply of the company cannot be taken to be more than a counter offer by them, and until the terms of this counter offer had been accepted by CANNING, there could be no contract. Assuming that on tender of the premium there was a contract, the material question is, what was the nature of this contract? Was it that, the statements as to CANNING's health made in the proposal being satisfactory, the company undertook, whatever might happen to him in the meantime, to grant him a policy at a future date? That would not be consistent with the stipulation that the statements were to be the basis of the contract of insurance. The reasonable construction of that provision seems to be that the basis must exist at the time the contract of insurance is actually entered into. But at the time the premium was tendered the basis had been altered, and the court held, on this ground, that the company were entitled to refuse to accept the premium. It is to be observed, however, that the Master of the Rolls seems to have thought that another ground was that there was no contract, only negotiation, and that, until the insurance was actually effected, either party might withdraw. This seems to involve the conclusion that, even if no alteration had occurred in the basis of the contract, the company would have been at liberty to refuse to carry out the insurance. The Lords Justices expressed difficulty in accepting this view, and we confess we think it rather a doubtful one.

## THE NEW COUNTY COURT RULES.

### I.

THE County Court Rules, 1886, which constitute a bulky volume of nearly 500 pages, come into operation on the 28th of April next. They are, of course, in the main, a consolidation of the Rules of 1875, with the four sets of rules which have been subsequently issued. The sequence of the orders is altered; rules are occasionally shifted about from one order to another, portions of one rule are transferred to another rule, and frequent verbal changes and slight additions are made. It is not necessary to call attention in detail to these alterations, which can be ascertained by anyone from the "list of orders and rules in force prior to the 28th of April, 1886, with a reference to the new rules respectively substituted for each" which is prefixed to the volume. We propose to point out, for the assistance of our readers, the leading new provisions, and it will be convenient to take them in the order in which they appear in the rules.

The first new rules we come across are rules 32 and 33 of order 2, which relate to the duty of the high bailiff under sections 45 and 46 of the Bankruptcy Act, 1883. They direct the high bailiff, when required under that Act to hold the proceeds of an execution for fourteen days, to send notice to the execution creditor within twenty-four hours after the completion of the levy, and also, when the high bailiff withdraws from possession in consequence of having received notice that a receiving order has been made, to send notice to the execution creditor within twenty-four hours after such withdrawal.

The portion of order 3 relating to persons under disability has been remodelled, infants and married women being now dealt with in separate rules; the rule relating to the latter being restricted to cases to which the Married Women's Property Act, 1882, does not apply, and a provision being added that the leave to a married woman to sue or defend without her husband "may, in the discretion of the judge or registrar, be given, with or without the imposition of terms, at the trial, or at any time during the course of the action or matter." The singularly placed provision relating to actions by and against lunatics in the Rules of 1875 is now



brought into its proper position; and a new rule is added (ord. 3, r. 12) providing that in all actions and matters to which any person under disability is a party, any consent as to the mode of taking evidence, or as to any other procedure given by the next friend, guardian, committee, or other person acting on behalf of the person under disability, is to be effectual. Similarly, the provisions of the old rule 9 of order 5 are now split up into two rules, and are combined, with other pre-existing rules, into a distinct head of "partners."

The provisions substituted under the head "Administrations and Executions of Trusts" for the old order 5, r. 11, are taken, with necessary alterations and omissions, from R. S. C., 1883, XVI., 32-47.

We now come to the order relating to the "commencement of action." Here there is substituted for the old rule 3 of order 4, relating to the giving of the names, descriptions, and addresses of plaintiff and defendant on the entry of a plaint, an elaborate provision (order 5, rule 4) that no plaint shall be entered without the party desiring to enter the same filing a *præcipe* for that purpose, containing, in addition to the particulars formerly required to be given, "a short statement of the cause of action, or remedy or relief sought, and the amount of the debt or damages claimed." The only exception is "where the intended plaintiff is illiterate and unable to furnish the required information in writing"—that is to say, we suppose, where he can neither read nor write—in which case the registrar's clerk is to fill up the *præcipe*. The next rule provides that, if the plaintiff sues, or the defendant or any of the defendants is sued, in a representative capacity, it shall be stated in the *præcipe* in what capacity the plaintiff sues or the defendant is sued; and by the succeeding rule (6) it is provided that, where the issue of a default summons is desired, and the plaintiff, or his solicitor, wishes the same to be served otherwise than by the bailiff, he must so request in the *præcipe* required to be filed before the entry of the plaint. This request is, it seems, to take the place of the notice in writing required by the old ord. 4, r. 6, which, it will be remembered, was restricted to the case of the entry of a plaint by a solicitor; and the effect of the request in the *præcipe* is to be found stated in the new rule (30) of order 7, which enables a default summons to be served, *when so requested at the entry of the plaint, under ord. 5, r. 6*, either by the plaintiff, or some clerk or servant in his permanent and exclusive employ, or by the plaintiff's solicitor, or a solicitor acting as agent for such solicitor, or some person in the employ of either of them. The idea as to the *præcipe* is, of course, derived from the provision of the old ord. 37, r. 6, relating to entry of a plaint by letter in a court within the district of which the plaintiff does not reside. It corresponds, we believe, with the practice in many, if not most, county courts.

Increased formality is also required for obtaining leave to enter a plaint under section 1 of the County Courts Act, 1867. It is now provided (ord. 5, r. 9) that the application shall be in writing, and shall set forth the facts upon which the application is grounded, and shall be signed by the party applying. The application is to be supported by evidence on oath adduced by or on behalf of the party satisfying the judge or registrar that the facts are truly stated and legally justify leave being granted.

A new rule (ord. 6, r. 6) applies the provisions of R. S. C., 1883, LV., 3, to county court procedure. It provides that where any person entitled to bring or maintain an action for the administration of the estate of any deceased person or the execution of any trust, desires to submit, for the determination of the court any of the following questions or matters [specifying in identical language the matters (a.) to (g.) in R. S. C., 1883, LV., 3] "he shall, in his particulars, specify concisely the question or matter upon which the decision of the court is required; and that he is willing to renounce his right to an order for a general administration of the estate or trust." Ord. 22, r. 11, enables the judge at the trial to make an order determining any question or matter thus submitted without making an order for the general administration of the estate or execution of the trusts.

## ANTICIPATORY BREACH OF CONTRACT.

THE case of *Johnstone v. Milling* (34 W. R. 238, L. R. 16 Q. B. D. 460), recently decided in the Court of Appeal, is one of very great interest, as involving important questions of principle with regard to the law of contract. The doctrine upon which the case turned is what, to use the expression of the Master of the Rolls, may be termed the doctrine of anticipatory breach of contract.

Our readers will at once understand what is meant when we refer to the cases of *Hochster v. De la Tour* (1 W. R. 469, 2 E. & B. 678) and *Frost v. Knight* (20 W. R. 471, L. R. 7 Ex. 111) as leading examples of the application of this doctrine.

In *Johnstone v. Milling* the facts were as follows:—The lessor of premises had covenanted with the lessee to rebuild the premises after the expiration of the first four years of the term. The lease, however, gave the lessee the option of putting an end to the term by six months' notice, expiring at the end of the first four years. The lessor, before the expiration of the first four years of the term, told the lessee on many occasions that he would be unable to procure the money to rebuild the premises. In consequence of this statement, the lessee gave the requisite notice to the lessor to determine the term at the end of the first four years. The result, of course, was that the time never arrived for the actual performance of the covenant to rebuild, because it was obvious that it was a condition precedent to the obligation actually to rebuild that the lease should be continuing. Upon a claim by the lessee against the lessor for damages for breach of the covenant to rebuild the premises, it was held that the covenant to rebuild never having been actually broken, because the lessee had, before the time for its performance, determined the lease, he could not recover, unless there had been a breach of the contract by anticipation within the doctrine of the cases above mentioned, by reason of a wrongful repudiation of his covenant by the lessor before the time for performance; that what had been said by the lessor did not, under the circumstances of the case, amount to such a repudiation; and that, if it did, such repudiation before the time of performance arrived would not amount to a breach of contract, unless the lessee elected to treat it as putting an end to the contract except for the purposes of an action for such breach, and the lessee had not, under the circumstances, so elected, and, therefore, could not maintain his claim. The court also expressed a strong opinion that the doctrine of anticipatory breach of contract could not be applicable to the case of a lease or other contract containing various stipulations where the whole contract could not be treated as put an end to upon the wrongful repudiation of one of the stipulations of the contract by the promisor.

The actual decision, it will be observed, went on the footing that there had not been a repudiation of the covenant by the lessor by reason of his statement that he would be unable to rebuild the premises. So far as this point was concerned we do not think the decision entirely satisfactory, though it is hard to say that it was wrong under the particular circumstances under which the case came before the court. We are not concerned to discuss those circumstances very minutely, and possibly they did leave it fairly open to the court to ride off on this view of the case, but the judgments certainly throw very little light on the general question how far an announcement of inability to perform before the time for performance may be equivalent to a repudiation of the contract for the purposes of the doctrine in question. We cannot help thinking that, as a matter of business and common sense, a sufficiently clear and definite announcement of future inability ought to have the same effect as a repudiation. What is the meaning of the doctrine of anticipatory breach of contract? It is that, if one party gives the other to understand beforehand that he will not perform the contract when the time comes, it is far better for both parties that the other should be free to treat the contract as then broken, and minimize the damages in the interest of both parties by making other arrangements with regard to the future. Why is this doctrine not just as applicable in reason and common sense to the case where a party announces that he will not be able as where he announces that he will not be willing *in futuro* to perform the contract? Take the case of *Hochster v. De la Tour*. Why, if the defendant had told the plaintiff that he would be wholly unable to employ him as a courier on the 1st of June in accordance with the contract, should the plaintiff not be entitled to sue at once,

Mr. Whitley introduced his High Court of Justice (Provincial Sittings) Bill on the 12th inst.

minimizing the damage in respect of his power to get another engagement forthwith, just as much as if the defendant had said that he would not be willing to employ him on the 1st of June?

The other points on which the court expressed an opinion are matters, as it seems to us, of great interest, and we cannot help thinking that they will need further discussion before they can be considered as settled. We have not space to discuss the circumstances of the particular case; but the general view towards which the court inclined may be summarized in the following manner:—They seemed to think that the doctrine of anticipatory breach of contract depended on the existence of what is sometimes called a wrongful rescission, putting an end to the whole contract. The old language of pleading, in such cases, used to be that the defendant wrongfully exonerated and discharged the plaintiff from the further performance of the contract. The idea is that one party, by repudiating the contract, so far as he is concerned, rescinds it, and the other then has an election to adopt such rescission, so putting an end to the contract *quoad* the future, except for the purposes of an action for such wrongful rescission, and to bring his action thereupon; but, if he will not adopt the repudiation as a wrongful rescission, then, as one party cannot rescind alone, the contract continues to subsist, and he has no right of action till the time for performance arrives. He cannot assert that the contract continues to subsist, and, at the same time, sue as for a wrongful rescission. The consequence deduced from this way of putting the matter is that, where one party repudiates a stipulation in a contract, unless the other party can treat such repudiation as wrongfully rescinding and putting an end to the contract *in toto*, except for the purpose of an action in respect of such wrongful rescission (which, in the case of a lease, for instance, he cannot do), the doctrine of anticipatory breach cannot apply. We cannot help feeling some doubt whether there is not some confusion of idea about this notion of wrongful rescission. Rescission of a contract, in the proper sense of the term, as it seems to us, is where, by mutual consent, the contract is put an end to for all purposes. It is, perhaps, a question of terms; but it seems to us that, in substance, there may be a rescission of part, as well as a rescission of the whole, though perhaps some would call this a new contract upon a rescission of the old one. But it seems to us to be involved in this sense of the term "rescission," that the contract, or the part of the contract rescinded, no longer exists for any purpose, and, therefore, does not exist for the purpose of being sued upon. The wrongful rescission spoken of in relation to the case under discussion clearly does not bear this sense. Of course, it is a question of language, but it seems to us doubtful whether calling a contract rescinded wherever it is broken so as only to exist *in futuro* for the purposes of an action, may not tend to confuse together things that are not identical. By the introduction of the term "rescission" as an essential element of an anticipatory breach, the idea becomes involved that the contract must, *quoad* the future, be at an end, and thus, if it can be shown that, upon the repudiation alleged to constitute the anticipatory breach, the whole contract could not be treated as at an end, the conclusion is easily arrived at that there was no rescission, and, therefore, no wrongful rescission, and, therefore, no anticipatory breach. We are disposed to doubt whether there is not some danger of circularity of argument about this way of putting the case.

The court, in *Johnstone v. Milling*, in substance, laid it down that a repudiation by one party before the time for performance gave the other party an election to treat the contract as wrongfully put an end to, except for the purposes of an action for such wrongful rescission, but that such other party could not affirm at the same time that the contract existed *quoad* the future for some purposes, and sue upon it as wrongfully rescinded. So, as the lessee still continued in possession under the lease, and gave notice under it to determine the term at the end of the first four years, he could not be heard to say that the contract was wrongfully rescinded by reason of the repudiation of the covenant to rebuild. And inasmuch as it is clear that he could not, in law, have thrown up the lease before the end of the four years, it seems to follow, as the court suggested, that the doctrine of anticipatory breach cannot apply to such a case at all.

Our notion is that, in dealing with such questions, it is necessary to go beyond such abstractions as "rescission" and "wrongful rescission" to that which lies below them. This kind of term,

like many others of the sort, whether used in legal or other matters, not infrequently leads to fallacy by unconsciously involving people in a *petitio principii*. The doctrine of *Hochster v. De la Tour* and *Frost v. Knight* seems to us to arise out of practical considerations—viz., out of the advantages accruing to both parties from enabling a breach of contract to be declared previous to the time of performance, if both parties agree to it. The real question, to our mind, is whether there is any substantial reason why the same doctrine should not be applicable to a repudiation of one stipulation of a contract which contains many, so that there could be an anticipatory breach of that one stipulation while the rest of the contract was treated as remaining in existence unbroken, or whether the expediency of the thing points to the restriction of the doctrine to cases where the entire contract is put an end to. It seems to us doubtful whether the passages cited in the Court of Appeal from previous cases do much more than shew that you cannot treat the particular stipulations repudiated as unbroken by such repudiation, and then turn round afterwards and say that they were broken by it, which is only the familiar doctrine, *quod semel placuit in electionibus*, &c., though we are bound to admit that there are passages in *Frost v. Knight* (7 Ex. 111) which tend to support the view taken by the Court of Appeal. We cannot discuss this question for want of space, and we doubt whether it is possible to see, without long and careful thought, the bearings of it in all its relations to the multitudinous forms of contract that exist. One question that will arise is how far any particular contract is a totality for this purpose, or is severable into more than one contract. For instance, a man agrees to let me a horse and brougham for a year for so much, and to find me so much corn for the food of the horse per month, and to so much a bushel. After making the contract, he announces that he will not provide the corn, but the hire of the horse and brougham continues. Would not the common sense of the thing be that I should forthwith be able to contract with another man for the supply of corn during the year, on the footing that the part of the contract relating to the corn is broken, and charge the difference as damages? But does it follow, because I adhere to the part of the contract relating to the hire of the horse, that the measure of my damages must be calculated in accordance with the difference of the price of corn each month as each actual breach takes place? It may, perhaps, be said that the contract there is really two contracts, and not an entirety at all, but nice questions may arise in many cases on this doctrine.

We do not for one moment venture to say that the conclusions indicated by the Court of Appeal are wrong; but, with all submission, we are not satisfied with grounds that depend so much on abstract terms, and it does not seem to us that the court got to the bottom of these questions, which are, we fear, reserved for the future torment of litigants.

At the Bow-street Police Court, on the 16th inst., William Arnold, solicitor, of Town-hall Chambers, Southwark, was formally committed for trial on a charge of larceny as a bailee.

On Saturday, on a case of *Goosey v. Jardins* being called on before Mr. Justice Hawkins, Mr. Wedderburn, on behalf of the defendant, applied for an adjournment on the ground that he was only holding the brief and had not had time to make himself acquainted with its contents. The learned judge, however, declined to allow any adjournment, and ruled that the case must proceed. Mr. Grain having thereupon opened the case, and examined the plaintiff in chief, Mr. Wedderburn declined to cross-examine the plaintiff or to call witnesses. Mr. Wedderburn was proceeding to explain that Mr. Cook, the counsel for the defendant, was actually speaking in another court, when Mr. Cook appeared, and requested that he might be allowed to proceed with the case and cross-examine the plaintiff. The learned judge said he would not allow anything of the kind. Here was a case in which the solicitor for the defendant was not present when it was called on, nor counsel; while Mr. Wedderburn, who was not in any way to blame, had not been allowed time to read the brief. He must say he thought it a scandalous disrespect to the court. Mr. Cook said he was sure his lordship would believe that no disrespect was intended. The case stood last on the list, and he understood that it was not likely to be reached, and he himself had been obliged to attend to a case in another court, his leader being absent. Mr. Justice Hawkins.—That is no excuse for you here. For the plaintiff's sake, and as an extreme favour, I will allow you to proceed, but I do so under protest. Cases of this kind are becoming far too common, and I hope a system will soon be adopted by which counsel will be compelled to remain in one court, and thus prevent the business from being deranged.

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## REVIEWS.

## CROWN OFFICE RULES.

THE CROWN OFFICE RULES AND FORMS, 1886. By EDWARD MORTEN DANIEL, Barrister-at-Law. Shaw & Sons.

Mr. Daniel gives the Queen's printer's copy of the new rules, preceded by an introduction, in which he gives a concise summary of their leading provisions, explaining their object, and occasionally dealing with the general law on the subjects to which they relate. There is a full index, the headings of which are printed in unusually legible type.

## CORRESPONDENCE.

## SOLICITORS' CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—It is high time solicitors exerted themselves and got rid of this most iniquitous tax, the origin of which was to pay (in conjunction with other duties) the expenses of the American War. The tax having been levied with a definite object, and that object being gone, the tax should now disappear. The marvel to me is that the profession has submitted to pay it so long. As far as I know, no steps have been taken by solicitors to free themselves from this tax since 1794, when meetings were held. Now that we have an opportunity of moving in the matter let us make the most of it. The Incorporated Law Society ought to call a meeting to support Mr. O'Hea.

London, March 17.

H. O. H.

## CASES OF THE WEEK.

## COURT OF APPEAL.

Re DIXON, DIXON v. SMITH—C. A. No 2, 16th March.

MARRIED WOMAN—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 5—CONTINGENT INTEREST OF MARRIED WOMAN BECOMING ABSOLUTE AFTER COMMENCEMENT OF ACT—VOIDABLE SETTLEMENT MADE BEFORE ACT.

In this case a question arose upon section 5 of the Married Women's Property Act, 1882. A testator by his will made in 1871 gave a seventh share of his estate to and amongst the children of his son W. who should attain the age of twenty-one, or in the case of daughters who should marry under that age. In 1879 one of W.'s daughters married, she being then under twenty-one, and a settlement was executed which included her interest under the will. She attained twenty-one in 1884, and then elected to avoid the settlement, and claimed to be entitled to her share as her separate property under section 5 of the Married Women's Property Act, 1883. Bacon, V.C., before the decision of the Court of Appeal in *Reid v. Reid* (ante, p. 216), allowed the claim. The Court of Appeal (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision. On the hearing of the appeal it was admitted that the case was governed by *Reid v. Reid*. But it was stated that the married woman had spent a part of the money which had been paid to her, and had invested the rest. She was willing to repay what she had invested; but she had no means of repaying the balance, as all her property was settled, and she was restrained from anticipation. The court declared that the married woman ought to repay the whole of what she had received to the trustees of the settlement, but, she admitting that she had invested £7,000 of it, ordered her to pay the proceeds of the investments to the trustees, with liberty to them to apply to the Court of Appeal with respect to the repayment of the balance.—COUNSEL, Macnaghten, Q.C., and Northwick; Marten, Q.C., Kenyon Parker, and Methold. SOLICITORS, Philpot & Son; C. Mallam; Grover & Humphreys.

CANNING v. FARQUHAR—C. A. No. 1, 6th March.

LIFE ASSURANCE—INJURY TO HEALTH AFTER PROPOSAL AND ACCEPTANCE OF LIFE, BUT BEFORE PAYMENT OF FIRST PREMIUM—NECESSITY FOR DISCLOSURE TO ASSURANCE COMPANY—RIGHT OF COMPANY TO REFUSE TO GRANT POLICY.

This was an action for breach of an alleged contract to grant a policy of assurance for £2,000 upon the life of A. S. Canning, deceased. The plaintiff was the administrator of Mr. Canning, and the defendants were the Sun Life Assurance Company sued in the name of their chairman. It appeared that, in December, 1883, Canning was negotiating with the Sun Office through a Mr. Walters, with a view to insuring his life for £2,000. On December 7 a proposal form was filled up by Canning, in which the usual information was given as to his age, health, and antecedents. It was stipulated that the statements contained in the proposal were to be taken to be the basis of the contract of insurance. On the 14th of December the company wrote to Walters saying that Canning's proposal had been accepted, but the letter

contained a notification that no assurance was to take place until the annual premium, which was therein fixed at £47 18s. 4d., was paid. On January 5, 1884, Canning fell from some cliffs at the sea side, and was severely injured. He had previously arranged with Walters that the latter should pay the premium for him to the company, but, as a fact, such payment had not been made. On January 7 the company's actuary wrote to say that if the first premium was not paid before the 14th, Canning would have to sign a certificate of health. On January 9 Walters went to the company's office to pay the premium, but, being aware of Canning's accident, before he tendered the amount he told the company what had happened. Thereupon they refused to accept the premium, saying, that the circumstances having altered, the company was not bound to grant the policy. Canning died on January 10. This action was accordingly brought. Pollock, B., before whom the case was tried, gave judgment for the defendant, and this decision was affirmed by the Court of Appeal (LORD ESHER, M.R., LINDLEY and LOPES, L.J.J.). The MASTER OF THE ROLLS said that, at first, he had been impressed by the proposition that there had been in this case a proposal and an acceptance, and, therefore, a contract between Canning and the Assurance Company. But when one came to consider the subject matter to which this language was applied the point required grave consideration. By a contract of life assurance the assurers in effect said, "Taking your life to be good at the beginning of the risk, we agree to insure you for a year." The moment at which the risk commences is the material moment, because the assurance is only for a year, and, therefore, that moment is the beginning of the year. Now, it was said that before the year actually began there was a binding contract by the company to grant the policy. But no person could tell what might be the state of his health to-morrow or next week. Neither could the company rely upon what might be said as to the condition of the man's health in a month's time. These considerations shewed that the statements made in the proposal for a life assurance were not contractual statements. Neither of the parties intended that such statements should constitute a contract. What passed between the parties might be thus expressed. The one side said, "Will you undertake to insure my life if I tender the premium within the specified time?" The other replied, "Our present view is that, if you do so, we will insure your life." The claim in this case was neither affirmatively nor negatively supported, for there was no authority in favour of the action, and not even a case in which such a claim had hitherto been made. But it did not follow that, if the premium had been offered to, and accepted by, the company, the contract would have been dependent upon the policy being drawn up. In such a case his lordship thought that, the moment the premium was paid, there would be a contract which could be enforced against the company. In this case Canning's proposal did not fix the premium, and, therefore, the company's letter of the 14th of December was a mere counter-proposition on their part. It was not enough that the statements made in the proposal should be true when made; they must also be true when the premium was offered, for that was the moment when the statements came into effect. If circumstances altered, the statements must also then be changed. Even had the fact of Canning's accident been concealed, the contract would have been vitiated. As it was, the fact of the accident changed the basis of the contract and entitled the company to refuse to accept the premium or grant the policy. Therefore, the action failed, and the judgment of Pollock, B., must be affirmed. LINDLEY and LOPES, L.J.J., concurred, and the appeal was dismissed.—COUNSEL, Arthur Charles, Q.C., and Bray; E. Clarke, Q.C., and Jennie. SOLICITORS, Croudy, Son, & Parry; Ford, Ranken, Ford, & Ford.

## HIGH COURT OF JUSTICE.

WHITELEY v. LEAROYD—Bacon, V.C., 11th, 15th, and 16th March. TRUSTEE AND CESTUI QUE TRUST—INVESTMENT—POWER TO INVEST IN REAL SECURITIES—TRADE—MORTGAGE OF FREEHOLD BRICKYARD VALUED AS A GOING CONCERN—LIABILITY FOR MONEY LOST.

In this case the question arose whether a power to invest in real securities authorized trustees to lend money on mortgage of premises, the value of which depended upon a trade there carried on. Trustees of a will with power to invest in real securities invested £3,000 on mortgage of a freehold brickyard. An independent valuation was made, and the evidence also shewed that at that time the brickyard, with houses and machinery, was worth over £8,000, but all the surveyors estimated its value as a going concern. The trustees also invested £2,000 on mortgage of freehold cottages. Both properties had greatly depreciated in value. Bacon, V.C., said that the trustees had advanced money on the security of a trade, and that, as that was not authorized by the will, they must refund the £3,000. On the other point the evidence shewed that they had behaved as prudent men of business, and they were not answerable for the loss of the £2,000.—COUNSEL, Marten, Q.C., and Seward Brier; Hemming, Q.C., Forbes, Q.C., and Baker. SOLICITORS, Jackson & Evans, for Jackson & Jackson, Middlesbrough; Mackenzie & Rhodes, for Godfrey Rhodes, Halifax.

THE NORTH CENTRAL WAGON CO. v. THE MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY CO.—Bacon, V.C., 8th, 9th and 10th March.

BILL OF SALE—HIRING AGREEMENT—STATUTORY FORM—BILLS OF SALE ACT, 1882, s. 9—TOLLS—RAILWAYS CLAUSES CONSOLIDATION ACT, 1845, s. 97.

In this action the plaintiffs claimed nine wagons which, they said,

belonged to them, and had been wrongfully detained by the defendants. They alleged that they had bought the wagons from the Blacker Co. and then leased them to that company for three years at a fixed rental with an option to purchase for a nominal sum at the end of the term, but that they were still owners of the wagons when the defendants seized them for unpaid tolls. The defendants insisted that the plaintiffs had never bought the wagons, nor been owners of them, and that the transaction was really a mortgage, and, therefore, void as not being in the form provided by the Bills of Sale Act, 1882. A further question arose—viz., whether the charges of the defendants against the Blacker Co. were tolls within the 97th section of the Railway Clauses Consolidation Act, 1845, so as to entitle them to seize the wagons. It appeared that the railway company charged for haulage and the use of their line only, and that their accounts were sent in monthly; that the charges in respect of the nine wagons were for journeys previously made; that payment had been demanded from the Blacker Co. in vain; and that at the time of seizure each wagon had on it a metal plate with the plaintiffs' name and also the name of the Blacker Co. painted in large letters on the side. *Bacon, V.C.*, on the first point, said that the transaction was simply a loan by the plaintiffs on the security of the wagons, and was, therefore, void under the Bills of Sale Act, 1882. On the second point, his lordship said that the charges made by the defendants were clearly tolls within the 97th section, and that they had a right to seize the wagons as they did. Action dismissed with costs.—*COUNSEL, Rigby, Q.C., and Phipson Beale; Henn Collins, Q.C., and C. A. Russell. SOLICITORS, Riddale & Son, for G. T. Barras, Rotherham; Cunniffe & Davenport, for R. Lingard Monk, Manchester.*

LONDON, &c., LOAN AND DISCOUNT CO. v. WALL—Chitty, J., 12th March.

R. S. C., 1883, XV., 2, and DECEMBER, 1885, LV., 5A.—SUMMONS IN CHAMBERS—FORECLOSURE ACTION.

This was a motion for foreclosure absolute. It was mentioned that the judgment *nisi* had been obtained in chambers under R. S. C., 1883, XV., 2, in that respect following *Smith v. Davies* (33 W. R. 210, L. R. 28 Ch. D. 650), before doubt had been cast upon that decision by the Court of Appeal in *Blake v. Harvey* (33 W. R. 602, L. R. 29 Ch. D. 827). *CHITTY, J.*, said that his own opinion was unaltered as to the feasibility of making an order *nisi* under R. S. C., 1883, XV., 2, in chambers. But in deference to the opinion of *Cotton, L.J.*, as appeared in *Blake v. Harvey*, he no longer made such orders in chambers. The difficulty had, however, to some extent been obviated, because under R. S. C., December, 1885, LV., 5A, the order could be made on originating summons. His lordship made the order as asked.—*COUNSEL, Oswald. SOLICITORS, G. J. & P. Vanderpump.*

Re COLLINS, COLLINS v. COLLINS—Pearson, J., 17th March.

INFANT—MAINTENANCE—TRUST FOR ACCUMULATION.

The question in this case was whether infants, who, under the will of a testator, were contingently entitled to the residue of his estate, could be allowed maintenance, notwithstanding the fact that the testator had directed the income of his estate to be accumulated for a period of twenty-one years. The testator devised his dwelling-house and some cottages to his cousin, Francis Collins, for life, whom he allowed to charge the rest of his estate with £1,000 a year to be paid to himself for life, and, after the decease of Francis Collins, the testator gave the dwelling-house, cottages, and £1,000 a year to Jane Collins, his sister-in-law. After directing the accumulation of the income, he gave his residue to his nephew, W. F. Collins, for life, and, after his death, to his children in tail male, and then he devised the same to his nephew, James Collins, for life, and then to his nephew, Archibald Collins, in tail male, these nephews being children of Jane Collins. She had those three sons and five daughters. The testator's property was of considerable value, a large part of it being personal estate. The three sons of Jane Collins, who were infants, applied by summons asking that £2,000 a year might be paid out of the income to their mother for their maintenance and education. *PEARSON, J.*, granted the application. He said that the leading case on the subject was *Re Allen, Havelock v. Havelock* (L. R. 17 Ch. D. 807), decided by *Malins, V.C.* His lordship thought the ground of that and similar decisions was that, where a testator had made a provision for a family—that is, the children of a particular stirps in succession or otherwise, but had postponed the enjoyment of the property by a trust for accumulation, either for a particular purpose or for the increase of the estate—nevertheless, it was to be presumed he did not intend that those children should be left unprovided for, or so that they could not be educated properly for the position and fortune which he desired them to have. The court had accordingly, from the earliest times, held that where an heir was unprovided for maintenance ought to be allowed for him. Lord Hardwicke extended that principle to children, and his decision had been accepted and followed by the most eminent judges, down to *Havelock v. Havelock*. His lordship thought the principle a sound one. He thought that, in acceding to the present application, the court would be only doing what the testator himself intended should be done and must have desired if he was a sensible man. Having regard to all the circumstances of the case, he did not think that £2,000 a year was too large an allowance to make, because the total income, he was told, amounted to from £8,000 to £10,000 a year, and, even if it were only £5,000 a year, the person who was to possess that income ought to receive that education

which would fit him for the position he was to hold, and the court ought to put him in such a state socially that the property would really be a benefit to him when he got it rather than an injury. He thought the proper order was to direct the trustees to pay £2,000 a year to Jane Collins for the maintenance of her three sons till further order; that would enable her also to provide for her daughters, provided that the sons were properly educated and maintained.—*COUNSEL, Everett, Q.C., and Vaughan Hawkins; Charles Browne. SOLICITORS, Farrer & Co.; Paterson, Snow, & Co.*

PRIMROSE PRESS AGENCY COMPANY v. MARK KNOWLES AND OTHERS—Kay, J., 11th March.

COPYRIGHT—TRADE-MARK—NOVEL COMBINATION—"CHURCH AND STATE"—PUBLICATION—INJUNCTION.

The action was brought by the proprietors of a weekly newspaper, called *Church and State*, to restrain the defendants from printing and publishing a newspaper under the same name. The facts of the case were as follow:—On the 24th of December, 1885, the defendants registered a newspaper at Stationers' Hall under the name of *Church and State*. The plaintiffs, on the 1st of January, 1886, also registered a newspaper at Stationers' Hall under the same name, and on the 2nd of January they published their first number, of which, according to their evidence, 1,000 copies were sold. On the 16th of January, 1886, the defendants published and sold the first number of their paper, entitled *Church and State*, and on the 7th of February they published their second number. Since the beginning of this action, the defendants had issued a number of their paper under the style of *Church and State*. It appeared that previously to these events there had been negotiations going on between the parties for the publication of a newspaper to be called *Church and State*, and to be brought out by them jointly, but these negotiations fell through. There was a conflict of evidence between Martin and Johnson as to whether the suggestion of the name originated with the plaintiffs or with the defendants. The plaintiffs now moved for an injunction. *KAY, J.*, said that, upon the evidence, he came to the conclusion that the suggestion as to the use of the name originated with Martin, and that whatever credit belonged to the suggestion must be attributed to him. It was impossible, however, to say that the words "Church and State" were a novel combination of words, or that there was the slightest invention in putting these words together, and, according to the decision in *Dicks v. Yates* (29 W. R. 135, L. R. 18 Ch. D. 76), it was impossible to obtain for a combination of words so well known anything in the nature of a copyright. Then the question were, first, whether there was any right in the plaintiffs in the nature of a trade-mark; and, secondly, whether the case was one in which the court, in the exercise of its discretionary jurisdiction, ought to interfere by injunction. Anything in the nature of a trade-mark could only be acquired, as was decided in *Maxwell v. Hogg* (15 W. R. 84, L. R. 2 Ch. 307), by sale of the article in the market. It appeared to his lordship that Johnson, in registering the newspaper, desired to steal a march on Martin; but he had not thereby anything in the nature of a property for the purpose of a trade-mark. The plaintiffs, on the other hand, actually published their newspaper and sold 1,000 copies. There had not been any bad faith on the part of Martin towards Johnson, and the former had a better right than the latter to the use of the trade name. There would, therefore, be an injunction in the terms asked.—*COUNSEL, Robinson, Q.C., and Colquhoun; Graham Hastings, Q.C., and Archibald Allen; W. A. Beves; Brickdale. SOLICITORS, Clift; Hartley, Ross, & Abdale.*

LOVATT v. THE OXFORDSHIRE IRONSTONE CO.—North, J., 13th March.

R. S. C., 1883, XLIX., 8—CONSOLIDATION—WINDING-UP PETITION AND ACTION BY DEBENTURE-HOLDERS.

This was an action by debenture-holders of a company to realize their security. The company was in liquidation. The plaintiffs asked that the action might be consolidated with the winding up. Rule 8 of order 49 provides that "Causes or matters pending in the same division may be consolidated by order of the court or a judge in the manner in use before the commencement of the principal Act in the superior courts of common law." *NORTH, J.*, said that he had never heard of an action and a winding up being consolidated, and he did not see his way to making such an order, nor that any practical advantage would result from it. If the parties desired to keep down the costs they could easily do so.—*COUNSEL, A. Beddall; Vernon R. Smith. SOLICITORS, W. Rogers; J. B. Looker.*

DAVIES v. WRIGHT—North, J., 13th March.

MORTGAGE—FORECLOSURE ACTION—ORDER FOR SALE—CONDUCT OF SALE—SECURITY FOR COSTS OF SALE—CONVEYANCING ACT, 1881, s. 25.

This was the hearing of an action for the foreclosure of an equitable mortgage, and the questions were, who should have the conduct of the sale, and whether security should be given for the costs. The parties were agreed that an order for sale should be made, and that the judge should determine whether the plaintiff or the defendant should have the conduct of the sale. The plaintiff asked that, if the conduct of the sale was given to the defendant, he might be ordered to give security for the costs of the sale, in the exercise of the power given to the court by section 25 of the Conveyancing Act, 1881, and in accordance with the decision of *Fry, J.*, in *Woolley v. Coleman* (L. R. 21 Ch. D. 169, 26 SOLICITORS' JOURNAL, 493). In that case the action was brought by a mortgagor



for the redemption of a number of mortgages, and he asked for an order for sale. The first and second mortgagees objected; the subsequent mortgagees consented. Fry, J., made an order for sale, and gave the conduct of the sale to the mortgagor, on the ground that he was more interested than the mortgagees in obtaining a good price for the property. His lordship fixed the reserved price at an amount sufficient to cover what was due on the first and second mortgages, and he required the mortgagor to give security for the costs of the sale. NORTH, J., said that he did not see any reason why the mortgagor, if he was selling the property himself, should give security for the costs of the sale. He would have to pay those costs himself; the mortgagees would not be liable for them, and his security would not be affected. If the mortgagor was insisting on the mortgagees selling, instead of foreclosing, his lordship could understand his being required to give security for the costs. As to the conduct of the sale, he was not satisfied that *Woolley v. Coleman* was in point, because there the mortgagor was the plaintiff in the action, but, as the parties had agreed to leave the matter to him, he would give the conduct to the mortgagor, because he had a greater interest than the mortgagees in obtaining the best price at the sale. The sale would be out of court, but the proceeds of sale must be paid into court.—COUNSEL, F. T. Procter; Bardswell. SOLICITORS, Cole & Jackson; Burton, Yeates, & Co.

#### DAVIES v. HODGSON—North, J., 13th March.

APPOINTMENT OF NEW TRUSTEES—APPOINTMENT OF EXISTING TRUSTEES IN PLACE OF THEMSELVES AND A BANKRUPT TRUSTEE—TRUSTEE ACT, 1850, ss. 32, 34.

This was a petition for the appointment of new trustees of a settlement, the question being whether the court would appoint three trustees to be the sole trustees, in the place of themselves and a fourth trustee who had been adjudicated a bankrupt and had absconded, it being now the settled practice (*vide In re Marlyn* (L. R. 26 Ch. D. 745, 28 SOLICITORS' JOURNAL, 563), *In re Lamb's Trusts* (L. R. 28 Ch. D. 77, 29 SOLICITORS' JOURNAL, 8)) not in general to make such an appointment when the trust is a continuing one. In the present case the petition was presented in an action brought by one of the *cestuis que trustent* to execute the trusts of the settlement. There were four trustees, and one of them had been adjudicated a bankrupt and had absconded. The settlement contained a power to appoint new trustees, and provided that on any appointment the number of trustees might be augmented or reduced. The trust funds were invested partly in three mortgages, the legal estate in the mortgaged properties being vested in the four trustees. The remainder of the funds was invested in some stocks, which stood in the names of the four trustees. The plaintiff alleged that the mortgages, or some of them, were insufficient securities, and that the bankrupt trustee had acted fraudulently, and the plaintiff claimed a declaration that the three other trustees, who were the only defendants, were bound to make good any loss which might accrue on the mortgages. Issue had not yet been joined in the action, but an order had been made by Pearson, J., giving liberty to the defendants to call in two of the mortgages. After that order was made the defendants gave notice to call in these two mortgages. One of the notices had expired, and the other would expire in June, 1886. The petition was presented in the action (with the leave of the court) by the defendants, praying that they might be appointed trustees of the settlement in the place of themselves and the bankrupt, and for a vesting order as to the mortgage debts and the legal estate in the mortgaged properties, and as to the stocks. The petition stated that, owing to the pendency of the action, no one could be found to accept the trusts in the place of the bankrupt. The object was to enable the three trustees to give a receipt for the mortgage moneys and to reconvey the legal estate in the mortgaged properties. NORTH, J., thought that, under the exceptional circumstances of the case, he might make the appointment as asked. But the defendants must undertake to pay the mortgage money, when they had received it, into court, and to transfer the stocks into court.—COUNSEL, Barber, Q.C., and H. Fellows; Renshaw. SOLICITORS, Ravenscroft, Hills, & Woodward; C. H. Hodgson.

#### Re FINDLAY—North, J., 13th March.

INFANT—LEGACY—MAINTENANCE—STOCK INVESTED IN SOLE NAME OF INFANT—VESTING RIGHT TO TRANSFER IN GUARDIAN—TRUSTEE ACT, 1850, s. 2—TRUSTEE EXTENSION ACT, 1852, s. 3.

In this case the question was whether, under section 3 of the Trustee Extension Act, 1852, the right to transfer a sum of stock, which stood in the sole name of an infant (the stock having been purchased with the proceeds of a legacy given to the infant by the will of her father), could be vested in her guardian. Section 3 of the Trustee Extension Act, 1852, provides that, "when any infant shall be solely entitled to any stock upon any trust, it shall be lawful for the Court of Chancery to make an order vesting in any person or persons the right to transfer such stock or to receive the dividends or income thereof." And section 2 of the Trustee Act, 1850, provides that the words "trust" and "trustee" "shall extend to and include cases where the trustee has some beneficial estate or interest in the subject of the trust." The infant's father was a domiciled Scotchman, and he made his will in Scotland in the Scotch form, and died in Scotland. In May, 1884, on the petition of the infant, the Court of Session in Scotland appointed a *curator bonis* to her. The person so appointed received the legacy to which the infant was entitled, and invested it in the purchase of some colonial stock, which was transferable at the Bank of England, the stock being transferred into the sole name of

the infant. This sum of stock was her only property, and the income derived from it was not sufficient to provide for her maintenance and education. In January, 1885, the Court of Session authorized the *curator bonis* to advance from time to time sums out of the capital, not exceeding in all £100, for the purpose of supplementing the infant's income, and enabling her to be properly educated. The present petition was presented by the infant, by the *curator bonis* as her next friend, asking that the right to transfer £100, part of the colonial stock, might vest in the next friend, and that he might be at liberty to sell and transfer the same, and to apply the proceeds towards the maintenance or education of the infant; that the dividends already accrued on the stock, and those which would accrue during the minority of the infant, might be paid to the next friend, he undertaking to apply them in or towards her maintenance or education, and that he might be appointed her guardian. The question was whether the infant could be treated as a "trustee" of stock of which she was the sole beneficial owner. Reliance was placed on *Gardner v. Cowles* (L. R. 3 Ch. D. 304) and *Re Harwood* (L. R. 20 Ch. D. 536). In *Gardner v. Cowles*, a testator bequeathed a legacy to each of his children, and directed his executors to stand possessed of his residuary estate in trust for all his children, the shares of those under twenty-one to be invested in the names of the executors and paid to the children at twenty-one or marriage. The will contained trusts for the maintenance and education of the infant children, and for accumulation for their benefit. The executors invested the legacies and shares of the infant children in the joint names of themselves and the infants respectively. The executors being both dead, Hall, V.C., made an order vesting the right to transfer the funds respectively in the administratrix of the last surviving executor. In *Re Harwood*, the share of an infant in the personal estate of its father, who had died intestate, had been invested by the widow, who was the administratrix, in the joint names of herself, the infant, and the grandfather of the infant. The widow being dead, Hall, V.C., made an order vesting the right to transfer the stock in the grandfather alone. Ultimately, NORTH, J., made the order asked for, declaring the infant a trustee, though he expressed some doubt whether the bank would act upon it. He thought that *Gardner v. Cowles* was directly in point, though in that case the will contained a clear trust for the maintenance of the infant, which gave her an interest as trustee. There was no clearly corresponding trust in the present case, but the order of the Scotch court appeared to have put a construction on the will which amounted to the same thing, and this made the case sufficiently like *Gardner v. Cowles* to justify him in following that case.—COUNSEL, Methold. SOLICITORS, Travers-Smith & Braithwaite.

#### WEBB v. SHAW (FAULKNER AND BRADBURN, CLAIMANTS)—Q. B. D., 6th March.

INTERPLEADER SUMMONS—SUMMARY ORDER OF MASTER—RIGHT OF APPEAL—R. S. C., 1883, LIV., 12; LVII., 8, 11—COMMON LAW PROCEDURE ACT, 1860, s. 17—APPELLATE JURISDICTION ACT, 1876, s. 20.

In this case there was a question as to the right of appeal from an order made by a master on an interpleader summons. Rule 8 of order LVII. provides that, on an interpleader summons, "the court or a judge may, with the consent of both claimants, or on the request of any claimant, if, having regard to the value of the subject matter in dispute, it seems desirable so to do, dispose of the merits of their claims and decide the same in a summary manner and on such terms as may be just." And, by rule 11, "Except where otherwise provided by statute, the judgment in any action or on any issue ordered to be tried or stated in an interpleader proceeding, and the decision of the court or a judge in a summary way, under rule 8 of this order, shall be final and conclusive against the claimants, and all persons claiming under them, unless by special leave of the court or a judge, as the case may be, or of the Court of Appeal." And, by rule 12 of order LIV., "In the Queen's Bench Division a master... may transact all such business and exercise all such authority and jurisdiction in respect of the same as, under the Acts or these rules, may be transacted or exercised by a judge at chambers," with certain exceptions which it is not necessary to mention. Section 17 of the Common Law Procedure Act, 1860, provided that "the decision of the court or a judge in a summary manner" (in interpleader proceedings) "shall be final and conclusive against the parties and all persons claiming by, from, and under them." And, by section 20 of the Appellate Jurisdiction Act, 1876, "Where, by Act of Parliament, it is provided that the decision of any court or judge, the jurisdiction of which court or judge is transferred to the High Court of Justice, is to be final, an appeal shall not lie in any such case from the decision of the High Court of Justice, or of any judge thereof, to her Majesty's Court of Appeal." In the present case the plaintiff recovered judgment and issued execution against the defendant for £24; and, on the sheriff attempting to levy, a claim was made by the trustees of a creditor's deed executed by the defendant, who were in possession of the defendant's goods under that deed. The sheriff took out an interpleader summons. The summons was heard by a master, and he held that the deed was bad as against the plaintiff, and made an order barring the claimants, but gave leave to appeal to the judge. The appeal was heard by Field, J. The objection was taken that he had no jurisdiction, and that the decision of the master was final. Field, J., held that he had jurisdiction, and he reversed the decision of the master, holding that the deed was binding on the plaintiff. The plaintiff appealed to a divisional court (MATHEW and A. L. SMITH, JJ.), who dismissed the appeal. They were of opinion that rule 11 of order LVII. was not *ultra vires*; that it dealt with a matter of procedure, and that the framers of the rules had power, when constituting a new tribunal, by rule 12 of order LIV., to give a right of appeal, with leave. Section 17 of the Common Law Procedure Act of 1860 did not

prevent an appeal. The decision in *Waterhouse v. Gilbert* (L. R. 15 Q. B. D. 569) had been relied on; but, as appeared more clearly from the report in 54 L. J. C. L. 440, the decision of the divisional court in that case was mainly founded upon the fact that the parties had agreed that there should be no appeal.—COUNSEL, *Bosanquet, Q.C., and Hickey; Manby.* SOLICITORS, *Lane, Fegge, & Andrews.*

#### CASES AFFECTING SOLICITORS.

##### TATUM v. TATUM—C. A. No. 2, 17th March.

SOLICITOR—PERSONAL LIABILITY TO PAY COSTS—FORM OF APPLICATION.

This was a divorce action, and the appeal was brought by the wife from the refusal of Butt, J., to order the payment of her costs out of a sum which the husband had paid into court as security for her costs. On the opening of the appeal the preliminary objection was taken that no appeal lay, the costs being in the discretion of the judge, reference being made to section 51 of the Divorces Act of 1857, section 49 of the Judicature Act of 1873, and rule 159 of the Divorce Court Rules. The court (COTTON, BOWEN, and FRY, L.J.J.) held that there could be no appeal. The husband's counsel then asked that the wife's solicitor might be ordered to pay the costs of the appeal personally, urging that he was the real litigant, and that the appeal, though it was brought in the name of the wife, was brought in his interest only. The Court refused the application. COTTON, L.J., said that he did not intend to decide whether, on a proper application against him, the solicitor could be ordered to pay the costs personally. But the present application was in form made by the wife, and though it might be really the solicitor's appeal—and his lordship had no doubt of the jurisdiction of the court to make the order asked for on a proper application—it would be wrong to make it on the present motion. BOWEN, L.J., agreed, but gave no opinion as to the jurisdiction of the court. FRY, L.J., said that, if the respondent had given a counter-notice of motion, possibly the order could have been made.—COUNSEL, *G. M. Cohen; Morton Smith.* SOLICITOR, *G. B. Howard.*

##### Re NELSON, SON, & HASTINGS.—C.A. No. 2, 17th March.

COSTS—TAXATION—CASH ACCOUNT—COUNTRY SOLICITOR AND LONDON AGENT.

In this case, an order having been made for the taxation of a bill of costs delivered to a country solicitor by his London agents, a question arose as to the allowance of an item in the cash account delivered by the London agents. Messrs. Nelson, Son, & Hastings had, from 1877 to 1884, acted as the London agents of Mr. Charles Norton, a solicitor at Swansea. They delivered to him at the end of each year a bill of costs for that year. They also delivered to him during the period several cash accounts, which shewed for each year, on the one side, all sums of money received by them from him, or on his account, in the different matters in which they had acted for him, and, on the other side, the payments which they had made to him, or on his account, in those matters; and also (in lump sums) the amounts of the costs which they claimed from him in those matters respectively. On the termination of the agency he applied for the taxation of all the bills of costs delivered during the whole period, but Pearson, J., held (L. R. 30 Ch. D. 1, 29 SOLICITORS' JOURNAL, 421) that the bills which been delivered for more than twelve months could not be taxed, and that only the 1884 bill could be taxed; and this decision was affirmed by the Court of Appeal (L. R. 30 Ch. D. 11, 29 SOLICITORS' JOURNAL, 519). The order of the Court of Appeal directed that Nelson, Son, & Hastings should give credit for all sums of money received by them for or on account of Norton, and that they should be at liberty to charge all sums of money paid by them to or on account of Norton. On the taxation under this order a question arose as to an item of £148 11s. 8d. in the cash account of Nelson, Son, & Hastings. Among the matters in which they had acted for Norton was an administration action of *Rhodes v. Jenkin*, to which Norton was himself a defendant, as a trustee of the will of the testator. In their cash account they had charged Norton with the costs which they claimed against him in that action, and these costs were included in the bills delivered to him before 1884, of which the taxation had been refused. These costs had been, on the application of Nelson, Son, & Hastings, taxed in that action as between solicitor and client, and they had received out of the funds in court in that action the amount found due on the taxation, and the amount so received by them was entered in their cash account for the year 1883. The sum allowed on that taxation was less by £148 11s. 8d. than the amount which they had charged against Norton in their bills previously delivered to him, and for this sum Norton claimed to have credit given to him in the cash account upon the taxation of the 1884 bill. The taxing master thought that he was precluded by the previous decision of the Court of Appeal from allowing this sum to be credited to Norton, and his view was adopted by Pearson, J., who said that to allow the claim would be practically to direct a taxation of those bills between Nelson, Son, & Hastings and Norton, which the Court of Appeal had decided could not be taxed. This decision was affirmed by the Court of Appeal (COTTON, BOWEN, and FRY, L.J.J.). It was urged that, though the taxation was limited to the bill of 1884, the order imposed no limit to the taking of the cash account, and that a solicitor could not retain against his client more than the amount of his bill as taxed as between solicitor and client. COTTON, L.J., said that he had great difficulty in seeing how the £148 11s. 8d. came within the terms of the order for taxation. But, independently of that, he thought there was a fatal objection to the claim. This court had already decided that the bills of costs between Nelson,

Son, & Hastings and Norton, which included the costs in *Rhodes v. Jenkin*, could not now be taxed, and the present application was really an attempt to get the benefit of a taxation of those bills. It was said that a solicitor had no right to retain as against his client more than the taxed amount of his costs. But the taxation in *Rhodes v. Jenkin* was to enable the solicitors to obtain payment of their costs out of the funds in court, and it was quite possible that, as against those funds, items might not be allowed which would be allowed as between the solicitor and the client. At any rate, the bills of which taxation had been refused must be treated as finally settled as between Nelson, Son, & Hastings and Norton. BOWEN and FRY, L.J.J., concurred.—COUNSEL, *Cookson, Q.C., and Levett; Cozens-Hardy, Q.C., and R. Wallace.* SOLICITORS, *Ellis, Munday, & Bartrum; Nelson & Son.*

##### Re F. HILL (A SOLICITOR)—Kay, J., 13th March.

SOLICITOR AND CLIENT—RETAINER—INVESTIGATIONS PREVIOUS TO RETAINER—ADOPTION BY CLIENT—COSTS.

The question arose in this case whether a solicitor was entitled to charge for investigations undertaken by him previous to retainer, the benefit of which had been adopted by his client. In 1866 Elizabeth Robey, a lunatic, died intestate, entitled to a sum of about £11,000, which was standing to the credit of the lunacy. Messrs. Head & Hill, a firm of solicitors, made an independent investigation with a view of ascertaining who were the next of kin of the intestate. These inquiries, which were admitted to have been of an expensive character, were successful. Having obtained this information, Messrs. Head & Hill communicated with Robert Tharle, one of the next of kin, who on their advice took out letters of administration to the estate of intestate. On the 6th of March, 1884, Robert Tharle signed an agreement by which he undertook, on the part of himself and the other next of kin, to pay Messrs. Head & Hill their costs of making the preliminary inquiries. On the 5th of September, 1884, Robert Tharle, by a further agreement, agreed to pay Messrs. Head & Hill the sum of £209 in satisfaction of out-of-pocket expenses incurred by them in tracing out, investigating, and ascertaining the respective titles of the next of kin, in addition to other costs. This agreement, like the previous one, was only signed by R. Tharle. In pursuance of this agreement Tharle paid Messrs. Head & Hill the sum of £516 10s. 10d., and proceeded to distribute the residue of the fund among the persons entitled. In 1884 Jane Blow, one of the next of kin, took out, by a separate solicitor, a summons to tax Messrs. Head & Hill's costs. An order to tax was made by consent, dated the 22nd of December, 1884. The taxing master disallowed the sum of £337 3s. 5d. for preliminary expenses, and, in his answers to objections, stated that Messrs. Head & Hill had undoubtedly spent much time, and incurred considerable expense, in prosecuting the inquiries, but that they did this as a speculation, and without a retainer. He, therefore, disallowed these charges and disbursements, being of opinion that they were not chargeable against the funds in the hands of R. Tharle as administrator without the consent of all the beneficiaries. Messrs. Head & Hill now applied to have their objections to the taxing master's certificate allowed. KAY, J., said it was clear that the agreements were not binding within the Solicitors Act, 1870 (33 & 34 Vict. c. 28, s. 4), under which it was necessary that the agreement should be signed by both parties: *Re Lewis, Ex parte Munro* (24 W. R. 1017, L. R. 1 Q. B. D. 724). Messrs. Head & Hill could, therefore, have no claim for payment of these preliminary expenses, unless and until they had obtained some order to that effect. They must, therefore, pay into court the amount overpaid to them, and his lordship would then direct an inquiry whether they were entitled to any, and if so, to what remuneration for these preliminary investigations, and would direct the order to be served upon the next of kin. The costs of the application must be paid by Messrs. Head & Hill.—COUNSEL, *Onwold; Pechin; Chadwyck Healey.* SOLICITORS, *Head & Hill; Rice & Burnett; Sole, Turner, & Knight, for H. R. Hooper, Newport.*

## SOCIETIES.

### EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The annual general meeting of the Equity and Law Life Assurance Society was held at the society's offices, Lincoln's-inn-fields, on Tuesday, Mr. J. MOXON CLARON, the chairman, presiding.

The report which was laid before the meeting stated that the total amount assured during the year had been £440,540, of which £364,096 had been retained by the society, and the rest reassured, the number of policies being 297. The new premiums amounted to £14,694 2s. 5d., of which £1,458 6s. 2d. was paid away, leaving a net receipt of £13,235 16s. 3d. This was a smaller amount than that for last year, the single premiums being much smaller; but, on the other hand, the amount of new renewable premiums had increased. The amount of renewal premiums, £135,759 2s. 1d., shewed a considerable increase after allowing for the sums received in commutation of premiums. The amount received for interest and dividends was £66,999 4s. 8d., which shewed an increase of £1,716 4s. 6d. The claims had amounted, with bonus, to £115,004 14s. This amount, though large as compared with the amount of past years, was still materially under the expectation. The claims had fallen on old lives, and the bonuses in those cases in which none had been surrendered had amounted to £28,289 in respect of £54,322 assured. The



sum of £47,310 17s. had been paid away as cash bonus. This was always a heavy item in the year of declaration of bonus. There was also a heavy item of annuities paid, no longer balanced, as before, by the receipt of consideration money. The mortgages and investments of the society, excluding reversions, produced an average rate of £4 8s. 6d. per cent. per annum. During the past year a new prospectus had been prepared, which was now in circulation. Very considerable additional advantages had been given to the assured, which it was hoped would stimulate business.

The CHAIRMAN, in moving the adoption of the report and balance-sheet, said that he could not help looking back to the time when he first joined the society, when the accumulated fund amounted to £80,000 in addition to the capital, and comparing it with the position the society now occupied, with a reserve fund of upwards of £2,000,000. He could not help also recalling to their minds the very large bonus the directors had been able to declare and the large reserve they had retained after making that bonus. The best test of the success of the society was its annual premiums, and it was very remarkable to see how they had progressed. In the year 1881 the annual premiums were £8,249; in 1882 they were £9,159; in 1883, £9,673; in 1884, £11,478; and in 1885, £11,999. The question would probably arise, "How is it, then, that our funds have not increased?" There had never been a year in which there had not been a considerable increase, but this year there was no increase, for the simple reason of the large amount the society paid in cash bonuses. They had paid nearly £50,000 in cash bonuses in addition to the large amount of £3,000 or £4,000 which they had ceased to receive as being the reduction of premiums, and the large sums added to the policies. There was one other reason—the society had ceased to grant annuities, and therefore that item had disappeared from the receipts. That was the reason they had not added to the reserve fund this year. They would observe that the mortgages had increased by £121,000. The society had had a very considerable sum in hand at the end of the year generally, but last year they had no such sum in hand, as they had invested everything. The same care which the directors took in accepting lives had also been exercised in regard to investments. Every investment was brought before the board and canvassed in minute detail, and he believed they would stand comparison with those of any other large society. They had set aside £90,000 for the future, but not because they wanted it for bad investments. Passing to another point, he asked what happened to a man who at the age of thirty insured in the office for £1,000, paying a premium of £24 8s. 4d. At the end of ten years the premiums accumulated and interest at four per cent. came to £305. If he were to die at that moment his executors would have £1,211, and the gain would be £906. At the end of thirty years premiums and interest would be £1,425, and the executors would receive £1,819, a gain of £394; but at the end of forty years the premiums with interest would amount to £2,413, and the executors would only get £2,169, and in most instances the society found it had made a profit. In conclusion he paid a high compliment to the staff, to whom the directors were very much indebted.

The DEPUTY-CHAIRMAN (Mr. H. F. BRISTOWE, Q.C., Vice-Chancellor of the Duchy of Lancaster), seconded the motion, which was carried unanimously.

On the motion of Mr. BOODLE, seconded by Mr. CLARKE, the retiring directors, Messrs. Dunster, Ingram, Raikes, and Saunders, were re-elected.

On the motion of Mr. HARGROVE, seconded by Mr. TURNER, the retiring auditors, Messrs. Bailey and Pitcairn, were re-elected.

A resolution of thanks to the directors, and that they be voted £3,000 for their services, was moved by Mr. FRANCIS, seconded by Mr. JAMES, and unanimously agreed to.

Mr. H. BROUGHTON moved, and Mr. PERRIN seconded, a resolution of thanks to the auditors, and that they be voted thirty guineas each for their services. This was agreed to.

The CHAIRMAN moved a vote of thanks to the staff, which was seconded by Mr. DUNNELL, and cordially agreed to.

A vote of thanks to the chairman, moved by Mr. PITCAIRN, and seconded by Mr. PERRIN, terminated the proceedings.

## LAW STUDENTS' JOURNAL.

### UNITED LAW STUDENTS' SOCIETY.

On Monday last Mr. Kains Jackson opened his motion, "That, in the opinion of this house, the political economy should be refounded upon a socialistic basis," in a very interesting speech in which he laid down eight points representing, according to his definition, the true socialistic programme of the day. Mr. Common, pleading surprise, contended that the motion should be judged by the popular meaning attaching to the word socialistic, and not by the highly-elaborated standard set up by Mr. Kains Jackson. Mr. Holmes Gore, a member of the Fabian Society, supported the opener in an earnest speech, pointing out that socialism did not necessarily mean social democracy, but was only the opponent of the doctrine of individualism. He was followed by Mr. Batt, Mr. W. J. Ball, Mr. Ramsdale, and others, all of whom opposed the motion, which was lost by six votes.

### LAW STUDENTS' DEBATING SOCIETY.

The debate on the 16th inst. was upon the following question, which produced an unusually animated discussion:—"The plaintiff was tenant

in possession of certain premises which he held of the defendant, and the latter distrained for rent. The bailiff employed to make the distress found a window partly open, but not sufficiently so to admit of his thereby entering the house. By direction of the defendant the bailiff raised the window, and so obtained access to the house, and opened the front door. Distress was then made. The county court judge held that the entry so made was not illegal, and his judgment was upheld by the Queen's Bench Division. Was this decision wrong?" The debate was opened in the affirmative by Mr. Windus, and in the negative by Mr. R. C. J. Swinhoe. The opener was supported by Messrs. Douglas, Holmes Gore, Fox, and Jones, and Mr. Swinhoe by Messrs. E. Todd, McNab, Oldham, Brightman, Crawford, Bower, and Allen. The opener having replied, the chairman summed up the question, which was decided in the negative by a majority of five.

## OBITUARY.

### MR. RALPH AUGUSTUS BENSON.

Mr. Ralph Augustus Benson, barrister, who was for many years a metropolitan police magistrate, died at his residence, 11, Montague-square, on the 11th inst. Mr. Benson was the eldest son of Mr. Moses George Benson, of Lutwyche Hall, Shropshire, and was born in 1828. He was educated at Winchester, and at Christ Church, Oxford. He was called to the bar at the Inner Temple, in Hilary Term, 1854, and he practised for several years on the Oxford Circuit. He was appointed recorder of the borough of Shrewsbury in 1866, and in the following year he was appointed a magistrate at the Thames Police Court. A few years later he was transferred to the Southwark Court, where he sat until his retirement from the bench in 1879. Mr. Benson was a magistrate for Shropshire. He was an unsuccessful candidate in the Conservative interest for Reading in 1865, and for Wenlock in 1880. Mr. Benson had been for the last few years chairman of the Church Stretton Board of Guardians. He was married in 1860 to the only daughter of Mr. Charles Robert Cockerell, R.A.

### MR. CHARLES NEWMAN.

Mr. Charles Newman, solicitor, of Barnsley, died on the 11th inst. Mr. Newman was the second son of Mr. Edward Newman, solicitor, of Barnsley, and was born in 1829. He was admitted a solicitor in 1852, and he was formerly in partnership with his father. He was, at the time of his death, in partnership with his younger brother, Mr. Thomas James Newman. Mr. Newman was a perpetual commissioner for the West Riding of Yorkshire, and he had a large private practice. He had been an alderman at Barnsley ever since the incorporation of the borough, and he had twice filled the post of mayor. He was one of the chief leaders of the local Liberal party, having been for many years secretary to the Barnsley District Liberal Registration Association.

## LEGAL APPOINTMENTS.

Mr. WILLIAM PRICE HUGHES, solicitor (of the firm of Hughes & Brown), of Worcester, has been appointed by the High-Sheriff of Worcester (Mr. Victor Milward) to be Under-Sheriff of that county for the ensuing year. Mr. Hughes is coroner for the middle division of Worcestershire. He was admitted a solicitor in 1859.

Mr. JOHN WILLIAM PYE SMITH, solicitor (of the firm of Burdakin, Pye Smith, & Benson), of Sheffield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year. Mr. Smith was admitted a solicitor in 1863. He is mayor of Sheffield for the present year.

Mr. EDWARD LEADBITTER, solicitor (of the firm of Leadbitter, Harvey, & Bigge), of Newcastle-upon-Tyne, has been appointed by the High-Sheriff of Northumberland (Mr. George Anderson) to be Under-Sheriff of that county for the ensuing year. Mr. Leadbitter was admitted a solicitor in 1860.

Mr. MATTHEW BOWSER DODDS, solicitor (of the firm of Dodds & Cadle), of Stockton, has been appointed by the High-Sheriff of Durham (Mr. Joseph Richardson) to be Under-Sheriff of that county for the ensuing year. Mr. Dodds is the son of Mr. Joseph Dodds, solicitor, M.P. for Stockton. He was admitted a solicitor in 1878.

Mr. HENRY SPENCER BERKELEY, Solicitor-General for the Leeward Islands, has been appointed Attorney-General of the Colony of Fiji. Mr. Berkeley is the third son of Mr. Thomas Berkeley, of St. Kitts, and was born in 1851. He was called to the bar at the Inner Temple, in Trinity Term, 1873, and he has been Solicitor-General for the Leeward Islands since 1878.

Sir PATRICK COLQUHOUN, LL.D., Q.C., has been elected an Honorary Fellow of St. John's College, Cambridge.

Mr. JENNAS JOHN GEORGE MACKAY, advocate, has been appointed Sheriff of Fifeshire. Mr. Mackay was born in 1839. He was educated at the Edinburgh Academy, at King's College, London, and at

University College, Oxford, where he graduated second class in classics in 1862. He was admitted a member of the Faculty of Advocates at Edinburgh in 1865. Mr. Mackay is chancellor of the diocese of Edinburgh. He was an advocate depute from April, 1880, till June, 1885, and he was re-appointed to that office a few weeks ago.

Mr. EDWARD ELIHU WHITFIELD, solicitor, of 132, High-street, Oxford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HARRY PLEWS, solicitor, of Wakefield, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ERNEST BIRD, solicitor (of the firm of Shepheards & Bird, 1, King-street, Kensington, W.), has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### DISSOLUTIONS OF PARTNERSHIPS.

JOHN PEACOCK and JOHN CYRUS ASPDEN GRACE, solicitors, 86, Cross-street, Manchester. March 9. The said John Peacock will continue the practice on his own account at 86, Cross-street aforesaid.

[Gazette, March 12.]

ANTHONY BUCK CREEKE, THOMAS GUINAN SANDY, and JOHN ARMITAGE LEDGARD, solicitors (Creeke, Sandy, & Ledgard), Manchester. March 11.

GEORGE EDWARD EMMET and FREDERICK WALKER, solicitors (Emmet & Walker), Halifax. March 6. The business will in future be carried on by the said Frederick Walker alone, under the same firm of Emmet & Walker.

[Gazette, March 16.]

### NEW ORDERS, &c.

#### COUNTY COURTS.

##### COURT FEES, TREASURY ORDER REGULATING, 1886.

In pursuance of the powers given by the County Courts Acts, and of all other powers enabling us in this behalf, we, the undersigned, two of the Commissioners of Her Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that, on and after the twenty-eighth day of April 1886, the several fees, or sums in the name of fees, specified in the schedules hereunder written shall be taken on the proceedings therein mentioned, in lieu of all other fees for the proceedings set forth; and that the fees so authorized to be taken, with the exception of the fees mentioned in Schedule (B.), shall be received by the registrars of the different county courts, and shall be accounted for and paid over by them to the treasurers of their respective courts, or where there is no treasurer the superintendent of county courts, and that the fees set forth in schedule (B.) shall be received by the registrars for the use of themselves and the high bailiffs, according as the duties are to be performed by the registrars or high bailiffs.

E. J. REED.  
CYRIL FLOWER.

12 February 1886.

I approve of the annexed schedules of fees.

HERSCHELL, C.

[An order or rule referred to in the following schedules shall mean the order or rule so numbered in the County Court Rules, 1886.]

#### SCHEDULE (A.)

For every plaint, counterclaim, or petition, one shilling in the pound. Where the claim or demand exceeds forty shillings, and an ordinary summons is to be served by bailiff, an additional fee of one shilling.

Where in any case the number of defendants shall exceed three, an additional fee of one shilling for each defendant above three.

No fee shall be payable on any application for a new trial, or to set aside proceedings, or for a summons in an interpleader.

For entering judgment by consent under sections 8 or 9 of "The County Courts Act, 1850," or under a default summons, one shilling in the pound on the amount claimed in the summons.

For every hearing, two shillings in the pound. To be charged once only in an action, unless a new trial ordered.

In all cases where the defendant shall either personally, or by his solicitor or agent, admit the claim, one half of the fee paid by the plaintiff for the hearing of the plaint shall be returned to the plaintiff by the registrar of the court, although the court may have been required to decide upon the terms and conditions upon which the claim is to be paid.

An additional hearing fee shall be taken for every new trial. The hearing fee on interpleader shall not be prepaid, but shall be estimated on the amount of the money or the value of the goods claimed, which value, in case of dispute, shall be assessed by the judge, who, at the hearing, shall direct by whom and when and how such fee shall be paid.

No fee shall be payable for hearing any application for a new trial. Or to set aside proceedings.

For issuing every warrant, eighteenpence in the pound.

For every judgment summons under the Debtors Act, 1869, threepence in the pound on so much of the amount of the original demand as, in obedience to the order of the court, should have been paid at the time of the issue of the summons.

\*This fee is not to be taken where a default summons is issued.

Where such last-mentioned amount does not exceed twenty shillings, an additional fee of sixpence; and where such amount does exceed twenty shillings, an additional fee of one shilling.

For every hearing of the matters mentioned in such judgment summons, sixpence in the pound on the amount upon which the fee on the summons is calculated.

For issuing every order of commitment, eighteenpence in the pound on the amount upon which the fee on the summons is calculated.

All poundage, except where otherwise herein specified, shall be estimated upon the amount or value of the subject matter of the proceeding upon which it is payable, except where the said amount or value exceeds twenty pounds, when the poundage shall be estimated on twenty pounds only.

In plaints under sections 11 & 12 of "The County Courts Act, 1867," poundage shall be estimated as upon a claim for a sum of twenty pounds.

In replevins all poundage, except as aforesaid, shall be estimated on the amount of the alleged rent or damage to be fixed by the registrar.

In plaints for the recovery of tenements when the term has expired or been determined by notice, all poundage, except as aforesaid, shall be estimated on the amount of the weekly, monthly, quarterly, half-yearly, or yearly rent of the tenement, as such tenement shall have been let by the week or by the month, or for any longer period; and if no rent shall have been reserved, then on the amount of the half-yearly value of the tenement, to be fixed by the registrar.

Where a claim for rent or mesne profits, or both, is added to a claim for the recovery of a tenement, an additional poundage shall be taken on the amount or amounts so claimed, but where thereby the total amount on which poundage would be taken shall exceed twenty pounds, the poundage shall be estimated on twenty pounds only.

In plaints for the recovery of tenements for non-payment of rent, all poundage, except as aforesaid, shall be estimated on the amount of the half-yearly rent of the tenement.

In proceedings under "The Merchant Shipping Act, 1854," "The Literary and Scientific Institutions Act, 1854," and "The Metropolitan Buildings Act, 1855," the poundage shall be estimated upon the amount in dispute, and if no amount is in dispute, or if the amount in dispute is not ascertained, then as upon a claim for a sum of twenty pounds.

In proceedings under "The Succession Duty Act, 1853," the poundage shall be estimated upon the amount in dispute.

In proceedings under "The Friendly Societies Act, 1875," or under any Act giving the court jurisdiction in any matter, such other Act not being a County Courts Act, the poundage shall be estimated upon the amount in dispute.

In every case where the poundage cannot be estimated by any rule in this schedule, it shall be estimated on twenty pounds.

All fractions of a pound, for the purpose of calculating poundage, shall be treated as an entire pound.

No increase of fees shall be made by reason of there being more than one plaintiff or defendant, except as before directed, where the number of defendants exceeds three.

For every sitting under the "Ballot Act, 1872" £ s. d. 2 0 0

For taking the acknowledgment of a married woman, where only one 1 0 0

And 10s. for every additional woman.

For a warrant to replevy 0 2 6

For a replevin bond or deposit, where the alleged rent or damage does not exceed £20 0 10 6

For a replevin bond, where the alleged rent or damage exceeds £20 1 1 0

For notice to distrain 0 2 6

For every subpoena to be served by a bailiff in a home district; if served within two miles of court house. 0 1 0

For every mile beyond two 0 0 6

but the total fee to be taken is in no case to exceed 3s.

For every subpoena to be served by a bailiff in a foreign district. 0 3 0

For every sitting under the Agricultural Holdings (England) Acts 1 0 0

For every petition presented to a court under the Industrial and Provident Societies Act, 1876 1 0 0

For every order for winding-up under the last-mentioned Act 1 0 0

For every sitting to take evidence under the Companies Act, 1862 2 0 0

For every sitting before the judge under the Companies Act, 1867 1 0 0

#### SCHEDULE (B.)

##### PART I.

##### GENERAL.

##### Registrar's Fees.

For making a return of certiorari for costs out of pocket 0 15 0

Filing affidavit on issue of duplicate plaint note. 0 0 6

##### High Bailiff's Fee.

For keeping possession of goods till sale on any process, per day (including expenses of removal, storage of goods, and all other expenses), not exceeding five days, sixpence in the pound on the value of the goods seized, to be fixed by appraisement in case of dispute.



## PART II.

**FEE WHERE THE COURT EXERCISES JURISDICTION UNDER THE COUNTY COURTS ACT, 1867, THE COUNTY COURTS ACT, 1875, THE SUPREME COURT OF JUDICATURE ACT, 1873, THE STANNARY COURT ACTS, THE BOROUGH AND LOCAL COURTS OF RECORD ACT, OR THE AGRICULTURAL HOLDINGS (ENGLAND) ACTS.**

## Registrar's Fees.

£ s. d.

For examining, allowing, and filing every affidavit of debt or substituted service under section 1 of the County Courts Act, 1875, where the claim does not exceed 40s.	0	1	0
For the like, where the claim exceeds 40s.	0	2	0
For entering writ under sections 7 or 10 of the County Courts Act, 1867, and sending notice to parties of day of trial, &c.	1	1	0
Taxing costs in actions under sections 7 and 10 of the County Courts Act, 1867	0	5	0
On entry of plaint under sections 11 and 12 of the County Courts Act, 1867	1	1	0
Where the plaint has not been entered under section 12, and the judge shall certify that the court has exercised jurisdiction under that section, the above fee of £1 1s. shall be paid.			
On every order for a new trial in actions commenced under sections 11 and 12 of the County Courts Act, 1867	0	10	6
Taxing costs under either of the said last-mentioned sections 11 and 12, or under the Agricultural Holdings (England) Acts	0	10	6
For sealing every warrant, order of commitment, precept, or writ issued from, or on a judgment of, a court other than a county court 6d. in the pound on the amount for which it issues (so that the total fee does not exceed 10s.).			
For issuing a judgment summons upon a judgment of a court other than a county court	0	2	6
For drawing up, sealing, and issuing every order under the following rules or any of them:—			
Order XII., Rules 2, 3, 8, and 11			
Order XIII., Rule 1			
Order XIV., Rule 12			
Order XV., Rule 3			
Order XL., Rule 7			
Order LI., Rules 11 and 12			
For drawing, sealing, and issuing every special judgment or order, where court exercises jurisdiction under the Supreme Court of Judicature Act, 1873, or under Order XL.	0	15	0
For every sitting under—			
Order XII., Rule 4			
Order XVIII., Rules 15 and 21			
Order XXIII., Rule 12			
Order XXIV., Rule 2			
Where the sitting is longer than one hour, for every additional hour or part of an hour	0	7	0
For every notice, receipt, or summons under—			
Order III., Rule 251			
Order X., Rule 4			
Order XVI., Rule 21			
Order XXII., Rule 14			
Order XXV., Rules 40, 41			
Orders XXI. and XL.			
For every application under Order XXV., Rule 44	0	10	0
For copies of every proceeding or document under Order LII., Rule 7, at per folio	0	0	4
For every bond with sureties	0	5	0

## High Bailiff's Fees.

For every default summons where not served by a solicitor.	0	1	0
For service of every judgment summons issued upon a judgment of a court other than a county court.	0	5	0
For executing every warrant, order of commitment, precept, or writ issued from, or on a judgment of, a court other than a county court, 1s. in the pound on the amount for which it issues, so that the total fee does not exceed 20s.; and for keeping possession, appraisement, and sale the same allowances as under a warrant of execution by a county court.			
For delivering the goods on completion of a replevin bond together with 6d. a mile from the court house to the place where the goods are.	1	1	0

(To be continued.)

## LEGAL NEWS.

There is no foundation whatever for the positive announcement which has appeared that the Lord Chancellor has "appointed" certain named gentlemen as Queen's Counsel. The question of recommending to her Majesty any addition to the ranks of the Queen's Counsel has not even been under the Lord Chancellor's consideration.

In giving judgment in a case of *Goldstrom v. Tallerman* on the 11th inst., Mr. Justice Mathew said that he regretted that the object of the Bills of Sale Act of 1882, which had been to protect borrowers, appeared not to have been attained, for the Act seemed to have made all bills of

sale insecure, and the result of this was that those who lent money on them required a high interest, so that this should be proportionate to the insecurity of the instrument in respect of which their advances were made.

Mr. Baron Huddleston had, on Tuesday, before him an action connected with the construction of a wall in the neighbourhood of the Strand; and it was suggested that the matter had better be disposed of by somebody who could see the place. His lordship said that there were many things that they might induce him to do, but there was one thing that he would not do—he would not get out of his carriage to view anything whatever this inclement weather. He had already been on the "view," and had not yet recovered from it, and his brother Pollock was still suffering from a similar cause. Eventually the case was disposed of in his lordship's private room.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Mar. 22	Mr. Leach	Mr. Beal	Mr. Ward	Mr. Lavie
Tuesday 23	Beal	Leach	Pemberton	Pugh
Wednesday 24	King	Beal	Ward	Lavie
Thursday 25	Farrer	Leach	Pemberton	Pugh
Friday 26	Pemberton	Beal	Ward	Lavie
Saturday 27	Ward	Leach	Pemberton	Pugh
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Mar. 22	Mr. Farrer	Mr. Koe	Mr. Jackson	
Tuesday 23	King	Clowes	Carrington	
Wednesday 24	Farrer	Koe	Jackson	
Thursday 25	King	Clowes	Carrington	
Friday 26	Farrer	Koe	Jackson	
Saturday 27	King	Clowes	Carrington	

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ARMY AND NAVY HOTEL, LIMITED.—By an order made by Bacon, V.C. dated March 5, it was ordered that the hotel be wound up. Ford and Co, Bloomsbury sq, solicitors for the petitioners.

CRYSTAL PORCELAIN POTTERY COMPANY, LIMITED.—Petition for winding up, presented March 6, directed to be heard before Kay, J., on March 20. Bompas and Co, 64 Winchester st, solicitors for the petitioner.

FAIRMILE ENGRAVING COMPANY, LIMITED.—Petition for winding up, presented March 11, directed to be heard before Bacon, V.C., on Saturday, March 27. Webb and Templeton, Essex st, Strand, solicitors for the petitioner.

MASONIC AND GENERAL LIFE INSURANCE COMPANY, LIMITED.—Petition for winding up, presented March 11, directed to be heard before Pearson, J., on Saturday, March 20. Robinson and Co, Lincoln's inn fields, agents for Raper and Freeland, Chichester, solicitors for the petitioner.

MILLINERY AND DRESS ASSOCIATION, LIMITED.—Bacon, V.C., has fixed Friday, March 19 at 12, at his chambers, for the appointment of a liquidator.

OLD CARBONVILLE FORGE COMPANY, LIMITED.—Petition for winding up, presented March 9, directed to be heard before Chitty, J., on Saturday, March 20. Chester and Co, Staple inn, solicitors for the petitioner.

WARREN'S PATENT EMBOSSED GLASS COMPANY, LIMITED.—Petition for the continuing of the winding up, presented March 11, directed to be heard before Bacon, V.C., on Saturday, March 20. Combs and Co, Bucklersbury, solicitors for the petitioners.

ASPHALINE COMPANY, LIMITED.—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Thomas Fell, 157, 64 Fordland st. Tuesday, April 6 at 2, is appointed for hearing and adjudicating upon the debts and claims.

FERRYBRIDGE STOVE, GRATE, AND GENERAL FOUNDRY COMPANY, LIMITED.—Chitty, J., has fixed Thursday, March 25 at 11, at his chambers, for the appointment of an official liquidator.

SULYMAH AND SHERBORO' TRADING COMPANY, LIMITED.—Petition for winding up, presented March 13, directed to be heard before Kay, J., on Saturday, March 27. Hilbery, Billiter st, solicitor for the petitioner.

COMMERCIAL BANK OF SOUTH AUSTRALIA.—Petition for winding up, presented March 12, directed to be heard before Pearson, J., on Saturday, March 20. Munns and Longden, Old Jewry, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER. LIMITED IN CHANCERY.

BRITISH RE-INSURANCE COMPANY, LIMITED.—Petition for winding up, presented March 11, directed to be heard before Fox Bristow, V.C., at 10.30, on Tuesday, March 23, at the Chancery Court, Assize Courts, Strangeways, Manchester. Boote and Edgar, Manchester, solicitors for the petitioner.

STANNARIES OF CORNWALL. LIMITED IN CHANCERY.

BICKTON SILVER LEAD AND MANGANESE MINING COMPANY, LIMITED.—Petition for winding up, presented March 10, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Friday, March 26 at 2.30. Chave, 44 Winchester st, solicitor for the petitioner, Hodge and Co, Truro, agents for the solicitor.

FRIENDLY SOCIETIES DISSOLVED.

NEW LOYAL UNION SOCIETY, Severn Arms Hotel, Penybont, Radnor. March 11.

PRESTON OPERATIVE HOUSE PAINTERS' FRIENDLY SOCIETY, Waggon and Horse Inn, Preston, Lancaster. March 9.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

## CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.  
LAST DAY OF CLAIM.

ABBOTTS, HENRY WILLIAM, Bodicote, Oxford, Farmer. March 25. Pellatt, Banbury  
BARRETT, ROBERT MONTAGUE, Romford rd, Forest Gate, Optician. March 25.  
Marsh, Fen ct, Fenchurch st  
CARLESS, MARY, Nottingham. April 21. Newcome Elborne, Nottingham  
CHALLIS, WILLIAM, Greenwich, Kent, Plumber. April 30. Bristow, London st, Greenwich  
CLIFFE, HENRY FREDERICK, Dover, Gentleman. May 1. Lewis, Dover  
COOK, HENRY WILLIAM, North st, Poplar, Oil and Colourman. March 31. Marsh, Fen ct, Fenchurch st  
CRAM, GEORGE WILLIAM, Ovingham, Northumberland, Esq. May 1. Denison, Newcastle upon Tyne  
DUNVILLE, ANNE GEORGINA, Prince's gate. May 1. Laurence and Co, New sq, Lincoln's inn  
ELLIOTT, RUTH, Ruthin, Denbigh, Widow. April 8. Adams, Ruthin  
GEORGE, AARON, Stowe, Bucks, Gentleman. April 21. Hearn and Co, Buckingham  
HALL, ELIZABETH, South Eston, York, Widow. April 17. Belk and Cochrane, Middlesbrough  
HENDERSON, GEORGE, Mincing lane, Merchant. March 25. Murray and Co, Birch Lane  
HODGSON, WILLIAM, Nottingham, Lace Manufacturer. March 31. Hodgson and Watson, Nottingham  
HOOPER, WILLIAM THOMAS, Streatley, Berks, Gentleman. May 1. Mee, Gt Winchester st  
JAMES, HENRY HAUGHTON, Woodbridge, Suffolk, Esq. March 25. Fiske, Beccles  
KING, JOHN, Bryanston st, Bryanston sq, Esq. April 5. Walters and Co, New sq, Lincoln's inn  
KNOWLES, ELIZABETH, Starkholmes, Matlock, Derby, Widow. March 30. Skidmore, Matlock Bridge  
LISTER, JOHN, Halifax, Surgeon. March 25. Mossman and Rawson, Halifax  
MCDONALD, JAMES, Seven Sisters' rd, Holloway. May 5. Paterson, Fellowes rd, Haverstock Hill  
MILLIGAN, JAMES, Cambridge, Gent. March 31. Eaden and Knowles, Cambridge  
MUSGROVE, THOMAS, Flemings rd, Kennington, Chemist's Porter. March 27. Haynes, Hardensmith rd, Kensington  
NICHOLSON, CATHERINE ANNE, Chantry, Norwich. March 31. Simpson, Tombland, Norwich  
NORTH, JOSEPH, Nottingham, Fish Salesman. April 30. Turner, Nottingham  
PAGE, PHILIP, Buckden, Huntingdon, Builder. April 5. Hunnybun and Sons, Huntingdon  
PARKINSON, MARY, Caton, Lancaster. April 19. Johnson and Tilly, Lancaster  
PERCIVAL, ROBERT FILLING, Birkdale, Southport, Esq. April 21. Yaudrey, Manchester  
PERRINS, CHARLES, Handsworth, Staffordshire, Jeweller. April 4. Baker, Birmingham  
POULDEN, RICHARD MATHEWS, Clifton, Bristol, Esq. April 19. Smith and Son, Weston super Mare  
POWELL, SAMUEL, Bliton with Harrogate, York, Solicitor. April 17. Powell, Harrogate  
RAMSDEN, DAVID, Harrogate, York, Esq. May 1. Harrison and Co, Wakefield  
SMITHIES, ELIZA, Tollington park. May 1. Howse, Abchurch yard  
SPARES, JANE, Littlehampton, Sussex. March 25. Holmes and Co., Littlehampton  
SPICKETT, JOHN DANIEL, Magor, Monmouth, Esq. March 17. Morgan and Co., Chepstow  
STRAKE, HENRY CHARLES, Brixton rd, Oil Merchant. April 30. Wallis, Pancras lane  
STRUBBS, PHILIP, Sunderland. April 3. Botterell and Roche, Sunderland  
WAGBORN, ROBERT, Arlington st, Butler. April 3. Bryant and Debenham, Philpot lane  
WILLIS, DAN, Theydon Garnon, Essex, Farmer. April 20. Baddeley, Leadenhall st  
WRIGHT, SLATER, Seacombe, Chester, Restaurant Keeper. April 7. Labron Johnson, Liverpool  
[Gazette, March 5.]  
ACELOYD, ROSE, Thornon, York. March 24. Stansfeld, Halifax  
ACTON, SAMUEL POOLE, Bromley, Kent, Esq. April 6. Latter and Willett, Bromley  
BAKER, HARRIETT NEEDLES, Daneville rd, Denmark hill. April 6. Routh and Co, Bloomsbury  
BORTHWICK, JOHN, Derby villas, Dulwich, Esq. April 20. Miller and Co, Salters' hall ct, Cannon st  
BUCKMASTER, ALFRED, Dunstable, Gent. April 21. Newton and Co, Leighton Buzzard  
CHERRILL, OLIVE, Cheltenham, Gent. May 1. Bruce Billings, Cheltenham  
CLAY, PHILIP ANNE, Cedar rd, Walham green. April 17. Evans, Theobald's rd, Bedford row  
COX, HANNAH, Christchurch, Canterbury, New Zealand. April 6. Wilkins and Co, Gresham house  
CRIDDLE, HENRY, Bristol, Banker. April 15. Dix, Bristol  
DANCE, SUSANNA LEWIS, St. Philip's rd, Dalston, Timber Merchant. April 18. Ingie and Co, Threadneedle st  
DAVIES, SARAH, Mountfields, Shrewsbury. April 6. Clarke and Sons, Shrewsbury  
ELLIS, GEORGE, Bury Farm, Edmonton, Farmer. April 30. Pulley, Edmonton  
ELVEY, THOMAS FREDERICK, Conduit st, Regent st, India Rubber Manufacturer. April 9. Powell, Old Burlington st  
GREEN, ROBERT, Ladbroke ter, Notting hill, Esq. April 15. Van Tromp, Essex st, Strand  
HENDOCK, ELLEN, Great Ouseburn, York. April 6. Hirst and Capes, Harrogate  
HINDS, CHARLES JAMES ROBERT, Charlotte ter, West Ham, Gent. May 1. Leeds Smith, Sandy  
HUDSON, MARY JANE, Newcastle upon Tyne. April 10. Bird, Newcastle upon Tyne  
LEWIS, MARY, Penarth, near Cardiff. April 18. Lewis, Cardiff  
LLOYD, RICHARD, Rochester, Hackneyman. April 25. Prall and Son, Rochester  
PARRY, JOHN, Newcastle, Monmouth, Farmer. March 18. Jacob and Taylor, Abergavenny  
PRING, JOHN, St. John's road, Brixton, Baker. May 10. Fraser, Farnival's inn  
REYNOLDS, JAMES, Hainford, Norfolk, Farmer. April 5. Miller and Co, Norwich  
SALVIS, MARMADUKE CHARLES, Burn Hall, Durham, Esq. April 10. Gleadowe Marshall, Durham  
SPALDIN, SARAH, Inglenesk, Paignton, Devon. April 5. Edward Tucker, Paignton  
HILL, FORDS, Hamilton ter, St John's Wood, Esq. April 5. Kearsley and Co, Old Jewry  
SCOTT, SAMUEL, Heybrook, near Rochdale, Woolstapler. April 30. Jacksons and Godby, Rochdale

SWINBURY, JOHN FIELD, Acock's Green, Worcester, Esq. April 30. Ryland and Co, Birmingham  
TERMAZO, GIOVANNI, Kentish Town road, Confectioner. April 17. Evans, Theobald's road, Bedford row  
WILLIAMS, BENJAMIN BACON DEIRING, Mhow, India, Lieutenant. April 5. Oldershaw and Son, King's Arms yard  
WOODGER, CHARLES, Liverpool. April 10. Tuson, Wootton  
WORMULL, ARTHUR, Stamford st, Blackfriars, Surgical Instrument Maker. April 15. Stephens and Sons, Strand  
YULE, REVEREND JOHN CARSLAKE DUNCAN, Bradford, Devon, Clerk. April 9. Birch, Exeter  
[Gazette, March 9.]

## SALES OF ENSUING WEEK.

March 25.—Messrs. GLASIER & SONS, at the Mart, at 2 p.m., Freehold Buildings Estate (see advertisement, this week, p. 348).  
March 26.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 348).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

DEAN.—March 12, at Carlton-villas, Slough, Bucks, the wife of Charles Frederick Dean, solicitor, of a daughter.  
GREENSTED.—March 10, at Sittingbourne, the wife of Harry Greensted, solicitor, of a daughter, stillborn.  
STOKES.—March 12, at Bedford-hill, Balham, the wife of Philip Stokes, barrister-at-law, of a daughter, since dead.

## DEATHS.

EDMONDS.—March 12, at Plymouth, Richard Edmonds, solicitor, aged 84.  
GUSCOTTE.—March 11, at Richmond, Thomas Guscotte, solicitor, 1, York-buildings, Adelphi, aged 44.  
MALING.—March 10, at 5, Ashmount-road, Hornsey-lane, Robert William Maling, solicitor, of 303, High Holborn, aged 84.  
SCALE.—March 13, at 23, North-parade, Penzance, Edward Griffith Scale, solicitor, of Merthyr, aged 37.

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1863.

FRIDAY, MAR. 12, 1886.

## RECEIVING ORDERS.

Aird, Eliza, Sussex gdns, Hyde pk, Printer. High Court. Pet Nov 30. Ord Mar 9. Exam Apr 14 at 11.30, at 34, Lincoln's inn fields  
Anderson, John Connell, Fenchurch st, Iron Merchant. High Court. Pet Mar 8. Ord Mar 9. Exam Apr 14 at 11.30, at 34, Lincoln's inn fields  
Ashworth, John Firth, Hangingroyd lane, Yorks, Newspaper Proprietor. Burnley. Pet Mar 8. Ord Mar 9. Exam Apr 14 at 11.30, at 34, Lincoln's inn fields  
Aves, Edward Leopold, Croom's Hill, Greenwich, late Provision Merchant. Greenwich. Pet Mar 9. Ord Mar 9. Exam Apr 9 at 11  
Bayley, William Fisher, Great Bridge, Staffordshire, Coal Merchant. Dudley. Pet Feb 23. Ord Mar 5. Exam Mar 30 at 11  
Beeny, Samuel, Birmingham, Hosier. Birmingham. Pet Mar 9. Ord Mar 9. Exam Apr 7 at 2  
Rowker, John Thomas, Bury, Lancashire, Tobaccoconist. Bolton. Pet Mar 8. Ord Mar 8. Exam Mar 29 at 11.30  
Devlin, William, Great Bridge, Staffordshire, Butcher. Dudley. Pet Mar 8. Ord Mar 8. Exam Mar 29 at 11  
Drakeford & Co., Liverpool, Corn Merchants. Liverpool. Pet Feb 22. Ord Mar 8. Exam Mar 22 at 11, at Court house, Government buildings, Victoria st, Liverpool  
Elliott, John, Whitecross st, Fruiterer. High Court. Order made under Section 103. Ord Feb 27. Exam Apr 16 at 2, at 34, Lincoln's inn fields  
England, Richard Alexander, Wyke Regis, Dorset, Clerk in Holy Orders. Dorchester. Pet Mar 8. Ord Mar 8. Exam Apr 1 at 12.30  
Fanta, Ferdinand, Shoe lane. High Court. Pet Dec 17. Ord Mar 10. Exam May 7 at 11.30, at 34, Lincoln's inn fields  
Gardiner, William, Aldgate, Maltster's Agent. High Court. Pet Mar 8. Ord Mar 8. Exam Apr 16 at 11.30, at 34, Lincoln's inn fields  
Gardner, Arthur James, Queen st, Hammersmith, Plumber. High Court. Pet Mar 9. Ord Mar 9. Exam Apr 16 at 2, at 34, Lincoln's inn fields  
Glover, Thomas, Brixton, Auctioneer. High Court. Pet Mar 10. Ord Mar 10. Exam Apr 16 at 2, at 34, Lincoln's inn fields  
Gray, Mary, and Emma Gray, Leicester, Drapers. Leicester. Pet Mar 9. Ord Mar 9. Exam Mar 22 at 10  
Gray, Tom, Leicester, Watchmaker. Leicester. Pet Mar 9. Ord Mar 9. Exam Mar 22 at 10  
Heale, Edward, Victoria st, Westminster, Auctioneer. High Court. Pet Feb 4. Ord Mar 10. Exam Apr 10 at 2, at 34, Lincoln's inn fields  
Hitchcock, John, Horley, Oxfordshire, Farmer. Banbury. Pet Mar 8. Ord Mar 8. Exam Apr 13 at 11  
Hobson, Thomas, Wilmslow, Cheshire, Cotton Merchant. Manchester. Pet Mar 10. Ord Mar 10. Exam Mar 29 at 2.15  
Holden, Thomas, Eccles, Lancashire, out of business. Salford. Pet Feb 19. Ord Mar 8. Exam Mar 24 at 11  
Howard, Alfred, Little Sussex place, Hyde park gardens, Builder. High Court. Pet Mar 8. Ord Mar 8. Exam Apr 16 at 11.30, at 34, Lincoln's inn fields  
Jackson, John Henry, Nottingham, Potato Salesman. Nottingham. Pet Mar 9. Ord Mar 9. Exam Apr 13 at 11  
Jones, Richard Charles, Barrow in Furness, Lancashire, Tailor. Ulverston and Barrow in Furness. Pet Mar 8. Ord Mar 8. Exam Mar 31 at 3, at Townhall, Barrow in Furness  
Kent, Enoch, Nottingham, Lacemaker. Nottingham. Pet Mar 9. Ord Mar 9. Exam Apr 13 at 11  
Kilby, John Henry, Crystal Palace rd, East Dulwich, Solicitor. High Court. Pet Mar 10. Ord Mar 10. Exam Apr 15 at 11.30, at 34, Lincoln's inn fields  
King, Edward, and Arthur Shaw, Hanley, Earthenware Manufacturers. Hanley, Burslem, and Tunstall. Pet Mar 8. Ord Mar 8. Exam Apr 2 at 11, at Townhall, Hanley  
Lawrence, Edward, Epping, Essex, Hotel Keeper. Edmonton. Pet Mar 8. Ord Mar 8. Exam Apr 9 at 11  
Lindley, Edward Jackson, Mansfield, Nottinghamshire, Licensed Victualler. Nottingham. Pet Mar 10. Ord Mar 10. Exam Apr 13 at 11  
Llewellyn, Charles, Newport, Mon, Rope-maker. Newport, Mon. Pet Mar 8. Ord Mar 8. Exam Mar 22 at 11



Matthews, James, Mynyddislwyn, Mon. Pedlar. Newport, Mon. Pet Mar 8.  
 Ord Mar 8. Exam Mar 22 at 11  
 McCulloch, Andrew, Chorlton upon Medlock, nr Manchester, Grocer. Manchester. Pet Mar 9. Ord Mar 9. Exam Mar 23 at 12.30  
 McTeer, George, and Thomas Embleton Horrocks, Liverpool, Felt Manufacturers. Liverpool. Pet Mar 6. Ord Mar 9. Exam Mar 23 at 11 at Court house, Government bldgs, Victoria st, Liverpool  
 Mitchell, Thomas, Salford, Lancashire, Grocer. Salford. Pet Feb 17. Ord Mar 10. Exam Mar 24 at 11  
 Morrison, Thomas, Newcastle on Tyne, Machinist. Newcastle on Tyne. Pet Mar 9. Ord Mar 9. Exam Mar 23  
 Ogden, Sarah, Rochdale, Lancashire, Dealer in Secondhand Clothes. Oldham. Pet Mar 5. Ord Mar 5. Exam Mar 23 at 12  
 Plenty, Edwin George, Beaumont st, Mile End rd, Cowkeeper. High Court. Pet Feb 13. Ord Mar 8. Exam Apr 15  
 Powell, John, Birkenhead, Saddler. Birkenhead. Pet Feb 26. Ord Mar 10. Exam Mar 17  
 Powell, John, Highbridge, Somerset, Corn Dealer. Bridgwater. Pet Feb 23. Ord Mar 9. Exam Mar 29 at 11  
 Sanderson, Thomas, Birkdale, Lancashire, Laundryman. Liverpool. Pet Mar 9. Ord Mar 9. Exam Mar 23 at 11 at Court house, Government bldgs, Victoria st, Liverpool  
 Smith, John, jun, Latchford, Cheshire, Farmer. Warrington. Pet Mar 8. Ord Mar 8. Exam Mar 25 at 12  
 Steel, Robert, Leeds, Gas Engineer. Leeds. Pet Mar 8. Ord Mar 8. Exam Mar 26 at 2  
 Sutherland, H. Southampton row, Patent Medicine Vendor. High Court. Pet Jan 21. Ord Mar 8. Exam Apr 13 at 11.30 at 34, Lincoln's inn fields  
 Thacker, Henry, New st sq, Ink Manufacturer. High Court. Pet Mar 10. Ord Mar 10. Exam Apr 20 at 11 at 34, Lincoln's inn fields  
 Thomas, Harriet, Rhondda Valley, Glamorganshire, Draper. Pontypridd. Pet Mar 8. Ord Mar 8. Exam Mar 30 at 2  
 Thomas, William, Cardiff, Seedsman. Cardiff. Pet Mar 8. Ord Mar 8. Exam Apr 15 at 2  
 Thompson, Matthew, Jarrow, Durham, Tailor. Newcastle on Tyne. Pet Feb 23. Ord Mar 9. Exam Mar 23  
 Tomes, George, Gloucester, Bootmaker. Gloucester. Pet Mar 8. Ord Mar 9. Exam Apr 13  
 Turner, Thomas, jun, Harthill, Yorks, Builder. Sheffield. Pet Mar 10. Ord Mar 10. Exam Apr 11 at 11.30  
 Wilding, Thomas, Bolton, Lancashire, Draper. Bolton. Pet Mar 9. Ord Mar 9. Exam Mar 29 at 11  
 Williams, John, Manchester, Stationer. Manchester. Pet Mar 3. Ord Mar 8. Exam Mar 23 at 12.30  
 Woodcock, John Samuel, Oldham, Lancashire, Grocer. Oldham. Pet Mar 9. Ord Mar 9. Exam Mar 23 at 12  
 Yandle, William, Bampton, Devon, Hotel Proprietor. Exeter. Pet Mar 5. Ord Mar 8. Exam Apr 16 at 11  
 Yates, William, Leeds, Paper Manufacturer. Leeds. Pet Mar 10. Ord Mar 10. Exam Mar 26 at 2

## FIRST MEETINGS.

Bayley, William Fisher, Great Bridge, Staffordshire, Coal Merchant. Mar 25 at 3. Official Receiver, Birmingham  
 Blaxland, Henry Edward Deane, Faversham, Farmer. Mar 19 at 10. 32, St. George's st, Canterbury  
 Bonney, Edward Dixon, Bowness, Westmoreland, Plumber. Mar 20 at 11. Official Receiver, 37, Stramcragge, Kendal  
 Bowker, John Thomas, Bury, Lancashire, Tobacconist. Mar 19 at 11.15. 16 Wood st, Bolton  
 Braithwaite, Daniel, Barrow in Furness, Ginger Beer Manufacturer. Mar 31 at 12. Official Receiver, 2, Paxton ter, Barrow in Furness  
 Bullen, John, jun, Beaconsfield rd, West Green, Tottenham, Builder. Mar 24 at 11. 28 and 29, St. Ebbw's lane  
 Carter, John, Preston, Lancashire, Provision Dealer. Mar 19 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Clarke, Jacob, Lowestoft, Shoemaker. Mar 19 at 11. Official Receiver, 8, King st, Norwich  
 Cox, Arthur, Gorleston, Suffolk, Publican. Mar 19 at 2.15. Lovewell Blake, South Quay, Gt. Yarmouth  
 Cutbill, John James, Waterloo Bridge rd, Ironmonger. Mar 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Davis, Henry, Dorchester, Cabinet Maker. Mar 19 at 12.30. Official Receiver, Salisbury  
 Davison, Andrew, Cambridge pl, Paddington, Carver. Mar 25 at 11. 33, Carey st, Lincoln's inn  
 Devis, William, Great Bridge, Staffordshire, Butcher. Mar 25 at 10.30. Official Receiver, Dudley  
 Drake, John, Sheffield, Printer's Manager. Mar 22 at 12. Official Receiver, Figtree lane, Sheffield  
 Drakeford and Co, Liverpool, Corn Merchants. Mar 23 at 3. Official Receiver, 35, Victoria st, Liverpool  
 Emmett, Alfred, Kenton Lodge, nr Exeter, Hotel Proprietor. Mar 23 at 11. Castle of Exeter, Exeter  
 England, Richard Alexander, Wyke Regis, Dorsetshire, Clerk in Holy Orders. Mar 22 at 1. Royal Hotel, Weymouth  
 Foot, Emma, Stafford, School Proprietress. Apr 7 at 11.30. County Court, Bank passage, Stafford  
 Gray, Mary, and Emma Gray, Leicester, Drapers. Mar 23 at 3. 28, Friar lane, Leicester  
 Gray, Tom, Leicester, Watchmaker. Mar 23 at 12. 28, Friar lane, Leicester  
 Hammett, Francis Thomas, Bridgwater, Contractor. Mar 19 at 3. Bristol Arms Hotel, Bridgwater  
 Holden, Thomas, Eccles, Lancashire, out of business. Mar 24 at 11.30. Court house, Encombe pl, Salford  
 Hollingshead, William, Alexandra rd, West Kensington pk, Grocer. Mar 24 at 12. 33, Carey st, Lincoln's inn  
 Huntrods, Leonard, jun, West Hartlepool, Builder. Mar 22 at 4. Royal Hotel West Hartlepool  
 Jackson, John Henry, Nottingham, Potato Salesman. Mar 19 at 12. Official Receiver, 1, High pavement, Nottingham  
 Jones, John Thomley, Bootle, nr Liverpool, Furniture Remover. Mar 22 at 3. Official Receiver, 35, Victoria st, Liverpool  
 Kents, James, Burnham, Somerset, Builder. Mar 20 at 12.15. George and Railway Hotel, Victoria st, Bristol  
 King, Edward, and Arthur Shaw, Hanley, Staffordshire, Earthenware Manufacturers. Mar 20 at 10.30. Official Receiver, Newcastle under Lyme  
 Lewis, Frederick William, Ryde, I.W., Hotel Keeper. Mar 19 at 3. Kent Hotel, Ryde, I.W.  
 Llewellyn, Charles, Newport, Mon., Rope Maker. Newport, Mon. Pet Mar 8. Ord Mar 9  
 Lovett, Charles, Watford, Herts, Handle Manufacturer. Mar 20 at 11.30. Essex Arms Hotel, High st, Watford  
 Matthews, James, Mynyddislwyn, Mon., Pedlar. Mar 22 at 12. Official Receiver, 12, Tredgar pl, Newport, Mon.  
 McCulloch, Andrew, Chorlton upon Medlock, nr Manchester, Grocer. Mar 24 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Mepstead, Henry Martin, Holcombe Rogus, Devon, Grocer. Mar 19 at 11. Official Receiver, 6, Middle st, Taunton  
 Morrison, Thomas, Newcastle on Tyne, Machinist. Mar 23 at 3. Official Receiver, Pink lane, Newcastle on Tyne

Nicholson, Joseph Alfred, jun, Swansea, Importer of Iron Ore. Mar 22 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Norris, Frederick George, Gt Yarmouth, Boot Manufacturer. Mar 19 at 1. Lovewell Blake, South Quay, Gt Yarmouth  
 Ogden, Sarah, Heywood, Lancashire, Clothes Dealer. Mar 19 at 3. Townhall, Rochdale  
 Quinn, Francis, Bottom Hapton, nr Padiham, Lancashire, Tailor. Mar 22 at 3.15 Exchange Hotel, Nicholas st, Burnley  
 Reeves, Charles, Weymouth ter, Hackney rd, Looking Glass Manufacturer. Mar 25 at 12. 33, Carey st, Lincoln's inn  
 Smith, John, jun, Latchford, Cheshire, Farmer. Mar 22 at 11. Official Receiver, 2, Cairo st, Warrington  
 Sperring, John, West Bromwich, Miner. Mar 22 at 10.30. Court house, Oldbury Spiegelhalter, Lorenz, and Hermann Spiegelhalter, Whitechapel rd, Watchmakers. Mar 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Steel, Robert, Leeds, Gas Engineer. Mar 19 at 12. Official Receiver, St Andrew's chhrs, 32, Park row, Leeds  
 Tasker, James Mark, Purston, nr Pontefract, Grocer. Mar 19 at 11. Southgate chhrs, Southgate, Wakefield  
 Thomas, Harriet, Rhondda Valley, Glamorganshire, Draper. Mar 22 at 12. Official Receiver, Merthyr Tydfil  
 Thompson, Matthew, Jarrow, Durham, Tailor. Mar 23 at 2.30. Official Receiver, 34, 35, Carey st, Lincoln's inn fields  
 Tuft, Edward, and Walter Nottingham, Houndsditch, Hardware Factors. Mar 24 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Underhill, William Henry, Tavistock rd, Westbourne Park, Victualler. Mar 25 at 2. 33, Carey st, Lincoln's inn fields  
 Vaughan, Emma, Gt Yarmouth, Smackowner. Mar 19 at 3. Lovewell Blake, South Quay, Gt Yarmouth  
 Waldenmaier, Johann George, Rodney rd, Walworth, Baker's Manager. Mar 24 at 11. 33, Carey st, Lincoln's inn fields  
 Webb, John Samuel, Holloway rd, Dealer in Athletic Appliances. Mar 19 at 12. 33, Carey st, Lincoln's inn fields  
 Wilding, Thomas, Deansgate, Bolton, Lancashire, Draper. Mar 23 at 11. 16, Wood st, Bolton  
 Williams, John, Manchester, Stationer. Mar 23 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Williams, Rees, Pontypridd, Painter. Mar 19 at 12. Official Receiver, Merthyr Tydfil  
 Woodcock, John Samuel, Oldham, Lancashire, Grocer. Mar 22 at 3. Official Receiver, Priory chhrs, 79, Union st, Oldham  
 Wright, Thomas, Leeds, Builder. Mar 19 at 11. Official Receiver, St Andrew's chhrs, 32, Park row, Leeds

## ADJUDICATIONS.

Allinson, Mary Ann, Harrogate, Lodging house Keeper. York. Pet Feb 13. Ord Mar 9  
 Ambler, John Christopher, Ecclesfield, York, Draper. Sheffield. Pet Mar 2. Ord Mar 10  
 Appleby, William, Smethwick, Staffordshire, Mill Furnaceman. Oldbury. Pet Mar 3. Ord Mar 8  
 Bayley, William Fisher, Great Bridge, Staffordshire, Coal Merchant. Dudley. Pet Feb 23. Ord Mar 8  
 Beard, Ambrose, Swansea, Metal Broker. Swansea. Pet Feb 10. Ord Mar 9  
 Bishop, Richard, Smethwick, Staffordshire, Baker. Oldbury. Pet Mar 3. Ord Mar 8  
 Bowker, John Thomas, Bury, Lancashire, Tobacconist Bolton. Pet Mar 8. Ord Mar 9  
 Colhoun, Arthur, Liverpool, Grocer. Liverpool. Pet Feb 22. Ord Mar 10  
 Cornish, James, Aylsham, Norfolk, out of business. Norwich. Pet Feb 26. Ord Mar 9  
 Craggs, Edward William, Hereford, Dealer in Fancy Goods. Hereford. Pet Feb 6. Ord Mar 8  
 Davis, Frederick James, 36, Exmouth st, Clerkenwell, Picture Dealer. High Court. Pet Mar 3. Ord Mar 8  
 Davies, Rees, Porth, Glamorganshire, Grocer. Pontypridd. Pet Mar 2. Ord Mar 8  
 Day, Henry, Aldham, Essex, Maltster. Colchester. Pet Feb 8. Ord Mar 8  
 Devis, William, Great Bridge, Staffordshire, Butcher. Dudley. Pet Mar 8. Ord Mar 9  
 Dobbie, Henry Herbert, Gloucester, Baker. Gloucester. Pet Mar 1. Ord Mar 8  
 England, Richard Alexander, Wyke Regis, Dorsetshire, Clerk in Holy Orders. Dorchester. Pet Mar 8. Ord Mar 8  
 Fox, Thomas, Great Yarmouth, Builder. Great Yarmouth. Pet Jan 27. Ord Mar 9  
 Friend, Isaac, Newcastle on Tyne, no occupation. Newcastle on Tyne. Pet Feb 24. Ord Mar 10  
 Gardner, Arthur James, Queen st, Hammersmith, Plumber. High Court. Pet Feb 6. Ord Mar 8  
 Hain, James, Hereford, Brewer's Agent. Hereford. Pet Feb 13. Ord Mar 8  
 Hammett, Francis Thomas, Bridgwater, Contractor. Bridgwater. Pet Mar 5. Ord Mar 9  
 Hand, Joseph, Kingswinford, Staffordshire, Hop Merchant. Stourbridge. Pet Feb 27. Ord Mar 6  
 Hart, William Edward, Wolverhampton, Brass Founder. Wolverhampton. Pet Mar 4. Ord Mar 8  
 Holmes, Amos, Ulleskelf, York, Basket Maker. York. Pet Feb 20. Ord Mar 6  
 Howard, Alfred, Little Sussex pl, Hyde pk, Builder. High Court. Pet Mar 8. Ord Mar 8  
 Hyde, James, Macclesfield, Tailor. Macclesfield. Pet Mar 5. Ord Mar 9  
 Johnson, William Ernest, Tremont st, South Hackney, Leather Merchant. High Court. Pet Mar 4. Ord Mar 9  
 Jones, Thomas Richard, Holyhead, Mariner. Bangor. Pet Mar 4. Ord Mar 9  
 Keilock, J. Whitehaven, Tailor. Whitehaven. Pet Feb 12. Ord Mar 8  
 King, Edward, and Arthur Shaw, Hanley, Staffordshire, Earthenware Manufacturers. Hanley, Burslem, and Tunstall. Pet Mar 8. Ord Mar 8  
 King, Josiah, Birmingham, Grocer. Birmingham. Pet Feb 16. Ord Mar 10  
 Lewis, William, Neath, Glamorganshire, Furniture Dealer. Neath. Pet Feb 20. Ord Mar 8  
 Llewellyn, Charles, Newport, Mon., Rope Maker. Newport, Mon. Pet Mar 8. Ord Mar 9  
 Louden, George, Darfield, nr Barnsley, Labourer. Barnsley. Pet Jan 27. Ord Mar 10  
 Matthews, James, Mynyddislwyn, Mon. Pedlar. Newport, Mon. Pet Mar 8. Ord Mar 9  
 Mudge, Andrew, Kingston upon Hull, Smack Owner. Kingston upon Hull. Pet Mar 5. Ord Mar 10  
 Parish, George, West Bromwich, Cattle Dealer. Shrewsbury. Pet Feb 26. Ord Mar 6  
 Pearson, William, Netherton, nr Dudley, Lime Merchant. Dudley. Pet Feb 12. Ord Mar 10  
 Pyle, John, Neath, Glamorganshire, Greengrocer. Neath. Pet Feb 24. Ord Mar 9  
 Quinn, Francis, Padiham, Lancashire, Tailor. Burnley. Pet Mar 1. Ord Mar 9  
 Robinson, Abraham, Mildmay pk, Furrier. High Court. Pet Jan 18. Ord Mar 9  
 Smith, John, jun, Latchford, Cheshire, Farmer. Warrington. Pet Mar 8. Ord Mar 9

Steel, Robert, Leeds, Gas Engineer. Leeds. Pet Mar 8. Ord Mar 9  
 Taylor, Henry William, Haymarket, Designer. High Court. Pet Feb 17. Ord Mar 9  
 Thomas, Harriet, Pentre, Glamorganshire, Draper. Pontypridd. Pet Mar 8. Ord Mar 10  
 Turner, Thomas, jun, Harthill, Yorks, Builder. Sheffield. Pet Mar 10. Ord Mar 10  
 Underhill, William Henry, Tavistock rd, Westbourne pk, Victualler. High Court. Pet Feb 27. Ord Mar 8  
 Vaughan, Emma, Gt Yarmouth, Smack Owner. Gt Yarmouth. Pet Mar 1. Ord Mar 9  
 Walters, Alfred, Cardiff, Builder. Cardiff. Pet Feb 9. Ord Mar 8  
 Whyborn, John William, Shoreham, Sussex, Grocer. Brighton. Pet Mar 1. Ord Mar 9  
 Widdings, Thomas, Deansgate, Lancashire, Draper. Bolton. Pet Mar 9. Ord Mar 10  
 Williams, John, Manchester, Stationer. Manchester. Pet Mar 8. Ord Mar 9  
 Williams, Rees, Pontypridd, Painter. Pontypridd. Pet Mar 5. Ord Mar 8  
 Woodcock, John Samuel, Oldham, Lancashire, Grocer. Oldham. Pet Mar 9. Ord Mar 9  
 Wright, Thomas, Leeds, Builder. Leeds. Pet Mar 5. Pet Mar 9  
 Young, Edwin, Bristol, Fruit Merchant. Bristol. Pet Feb 23. Ord Mar 10

## TUESDAY, March 16, 1886.

## RECEIVING ORDERS.

Adamson, Robert, South Stockton, Licensed Victualler. Stockton on Tees and Middlesbrough. Pet Mar 10. Ord Mar 10. Exam Mar 24 at 10.30  
 Atkinson, W., Taplow, Buckinghamshire, Major. Windsor. Pet Feb 24. Ord Mar 18. Exam April 10 at 11  
 Barker, George, and Albert Edward Daniel, Higher Ince, Lancashire, Bottlers of Patent Aerated Stout. Wigan. Pet Mar 12. Ord Mar 12. Exam Mar 26 at 11  
 Beeston, Alfred Bate, 15, Larkfield rd, Richmond, no occupation. Wandsworth. Pet Mar 12. Ord Mar 12. Exam April 15  
 Bird, William Barber, Biggleswade, Bedfordshire, Grocer. Bedford. Pet Mar 12. Ord Mar 12. Exam April 13  
 Brown, William Joseph, Plumstead, Kent, Builder. Greenwich. Pet Mar 12. Ord Mar 12. Exam April 9 at 11  
 Canham, George Henry, Middlesbrough, Grocer. Stockton on Tees and Middlesbrough. Pet Feb 24. Ord Mar 11. Exam Mar 24  
 Challinor, John Stafford, Newcastle under Lyme, Grocer. Hanley, Burslem, and Tunstall. Pet Mar 11. Ord Mar 11. Exam April 2 at 11 at Townhall, Hanley  
 Dorrner, James, Leicester, Builder. Leicester. Pet Mar 11. Ord Mar 12. Exam April 14 at 10  
 Edwards, Thomas, Saint George, Gloucestershire, Boot Manufacturer. Bristol. Pet Mar 11. Ord Mar 11. Exam April 9 at 12 at Court House, King's Lynn. Pet Mar 11. Ord Mar 11. Exam April 16 at 11 at Court House, King's Lynn  
 Griesslich, Henry Victor, Basinghall st, East India Merchant. High Court. Pet Mar 10. Ord Mar 11. Exam May 7 at 11.30 at 34, Lincoln's inn fields  
 Hardacre, William Smith, Bury, Lancashire, Boot Manufacturer. Bolton. Pet Mar 12. Ord Mar 12. Exam April 5 at 11.30  
 Harris, Reuben, Neath, Glamorganshire, Picture Frame Manufacturer. Neath. Pet Mar 11. Ord Mar 11. Exam Mar 30 at 10.30 at Townhall, Neath  
 Head, John, Eastbourne, Grocer. Lewes and Eastbourne. Pet Mar 12. Ord Mar 12. Exam April 2  
 Heskeith, Constance Maria, Tarporley, Cheshire, Spinster. Nantwich and Crewe. Pet Dec 15. Ord Mar 10. Exam April 14 at 11 at Crewe  
 Holyoake, William, Hayter House, Marylebone rd, Artist. High Court. Pet Mar 12. Ord Mar 12. Pet May 7 at 12 at 34, Lincoln's inn fields  
 Hooton, Charles, Walsoken, Norfolk, Fishmonger. King's Lynn. Pet Mar 12. Ord Mar 12. Exam April 16 at 11 at Court House, King's Lynn  
 Humphrey, Richard, Clifton, Professional Cricketer. Bristol. Pet Mar 12. Ord Mar 12. Exam April 2 at 12 at Guildhall, Bristol  
 Hunt, William James, New inn yard, Shoreditch, Box Manufacturer. High Court. Pet Mar 9. Ord Mar 12. Exam May 7 at 12 at 34, Lincoln's inn fields  
 James, Francis Henry, Birmingham, China Dealer. Birmingham. Pet Mar 12. Ord Mar 12. Exam April 12 at 2  
 Jaques, Tom, Nelson st, Barnsley, Joiner. Barnsley. Pet Mar 13. Ord Mar 13. Exam Apr 15 at 11.30  
 Kent, William, Northampton, Shoemaker. Northampton. Pet Mar 13. Ord Mar 13. Exam Apr 13  
 Leaver, William, Preston, Lanes, Blacksmith. Preston. Pet Mar 13. Ord Mar 13. Exam Apr 9  
 Long, James Alfred, Canterbury, Fishmonger. Canterbury. Pet Mar 11. Ord Mar 11. Exam Apr 2  
 Lovell, Joseph Robert, Hook Norton, Oxfordshire, Farmer. Banbury. Pet Mar 13. Ord Mar 13. Exam Apr 13  
 Mitchell, Peter, Bury, Lancs, out of business. Bolton. Pet Mar 11. Ord Mar 11. Exam Mar 29 at 11.30  
 Newth, Henry Charles, North pl, West sq, St George's rd, Southwark, Wood Turner. High Court. Pet Feb 22. Ord Mar 12. Exam Apr 15 at 12 at 34, Lincoln's inn fields  
 Owen, George, Stafford, Provision Dealer. Stafford. Pet Mar 12. Ord Mar 12. Exam Apr 7 at 12 at Shirehall, Stafford  
 Parker, Henry, Parkfield, Potters Bar, Esq. Barnet. Pet Mar 11. Ord Mar 11. Exam Apr 14 at 11 at Townhall, Barnet  
 Pearman, Henry, Exmouth, Devon, Ironmonger. Exeter. Pet Mar 13. Ord Mar 13. Exam Apr 15 at 11  
 Penn, Henry, Helpringham, Lincolnshire, Baker. Boston. Pet Mar 1. Ord Mar 12. Exam Apr 2 at 2  
 Raatz, Walter, Swansea, General Dealer. Swansea. Pet Mar 13. Ord Mar 13. Exam Mar 24  
 Shepherd, Thomas, Nottingham, Coal Merchant's Clerk. Nottingham. Pet Mar 13. Ord Mar 13. Exam Apr 13  
 Strong, George, Tottenham, Timber Merchant. Edmonton. Pet Mar 12. Ord Mar 13. Exam Apr 9 at 1 at Court house, Edmonton  
 Tagg, James, St Clement, Oxford, Dairyman. Oxford. Pet Mar 11. Ord Mar 11. Exam Apr 5 at 11.30  
 Taylor, Benjamin, Beach, Lowestoft, Fish Merchant. Gt Yarmouth. Pet Mar 13. Ord Mar 13. Exam Apr 19 at 2.30 at Townhall, Gt Yarmouth  
 Taylor, William, Edinham, Northumberland, Farmer. Newcastle on Tyne. Pet Mar 11. Ord Mar 11. Exam Mar 25  
 Watson, Ralph Cook, Gateshead, Durham, Printer. Newcastle on Tyne. Pet Mar 12. Ord Mar 12. Exam Mar 25  
 Widdowson, James, Disbury, Lanes, Corn Factor. Stockport. Pet Mar 12. Ord Mar 12. Exam Apr 15 at 11.30

## FIRST MEETINGS.

Ambler, John Christopher, Ecclesfield, Yorks, Draper. Mar 24 at 12. Official Receiver, Fletree lane, Sheffield  
 Appleby, William, Smethwick, Staffordshire, Shop Keeper. Mar 29 at 10. Court House, Oldbury  
 Ashworth, John Firth, Hebban Bridge, Yorks, Newspaper Proprietor. Mar 24 at 12.30. White Horse Hotel, Hebban Bridge  
 Aves, Edward Leopold, Croom's Hill, Greenwich, late Provision Merchant. Mar 23 at 3. Official Receiver, 109, Victoria st, Westminster  
 Barrett, Joseph, Oxford, Boot Factor. Mar 29 at 11.30. Official Receiver, 1, St Aldates, Oxford  
 Bishop, Richard, Smethwick, Staffordshire, Baker. Mar 26 at 11. Official Receiver, Birmingham

Challinor, John Stafford, Newcastle under Lyme, Grocer. Mar 25 at 2.30. Official Receiver, Newcastle under Lyme  
 Cook, David, Roche, Cornwall, Clay Merchant. Mar 26 at 1.30. White Hart Hotel, St Austell, Cornwall  
 Coxon, Samuel Bailey, Victoria st, Civil Engineer. Mar 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Davis, Frederick James, Exmouth st, Clarksdown, Picture Dealer. Mar 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Dawson, John Thomas, Gt Steeping, Lincolnshire, Yeoman. Mar 25 at 1. Official Receiver, 48, High st, Boston  
 Day, Francis, Handsworth, Staffordshire, Gentleman. Mar 24 at 11. Official Receiver, Birmingham  
 De Meza, Simeon, Bishop's rd, Bayswater, Tobaccoist. Apr 2 at 11. 83, Carey st, Lincoln's inn fields  
 Dorrner, James, Leicester, Builder. Mar 26 at 3. Official Receiver, 23, Friar lane, Leicester  
 Forrester, Thomas Fred, the Grove, Hammersmith, Commercial Traveller. Apr 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Guinini, Giuliano, and Carlo Zelio, High Holborn, Restaurant Keepers. Mar 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Hahn, Hermann, Castle st, Falcon sq, Importer of Foreign Goods. Mar 26 at 11. 33, Carey st, Lincoln's inn fields  
 Hardacre, William Smith, Bury, Lancashire, Boot Manufacturer. Mar 26 at 11.15. 16, Wood st, Bolton  
 Harris, Reuben, Neath, Glam., Picture Frame Manufacturer. Mar 25 at 10.30. Castle Hotel, Neath  
 Hayes, Fred, Robert, King st West, Hammersmith, Auctioneer. Mar 31 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Head, John, Eastbourne, Grocer. Mar 24 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Heskeith, Constance Maria, Tarporley, Cheshire, Spinster. Mar 24 at 2. Royal Hotel, Crewe  
 Hobson, Thomas, Wimalow, Cheshire, Cotton Merchant. Mar 25 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester  
 Johnson, William Ernest, Freemont st, South Hackney, Leather Merchant. Mar 26 at 12. 33, Carey st, Lincoln's inn fields  
 Kent, Enoch, Nottingham, Lace Maker. Mar 23 at 12. Official Receiver, 1, High pyment, Nottingham  
 Kent, William, Northampton, Shoe Manufacturer. Mar 26 at 4. County Court, Northampton  
 Lassalle, Henry, Ludgate hill, Editor. Mar 29 at 11. 33, Carey st, Lincoln's inn fields  
 Lewin, William, Charleville rd, West Kensington, Jeweller. Mar 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Lovegrove, William James, Great Marlow, Bucks, Grist Miller. Mar 26 at 11.30. Official Receiver, 1, St Aldates, Oxford  
 McTea, George, and Thomas Embleton Horrocks, Liverpool, Felt Manufacturers. Mar 25 at 3. Official Receiver, 23, Victoria st, Liverpool  
 Mitchell, Peter, Bury, Lancashire, out of business. Mar 25 at 11.15. 16, Wood st, Bolton  
 Mitchell, Thomas, Salford, Lancashire, Grocer. Mar 24 at 11.45. Court house, Encombe pl, Salford  
 Penn, Henry, Helpringham, Lincolnshire, Baker. Apr 8 at 12. Official Receiver, 48, High st, Boston  
 Powell, John, Highbridge, Somersetshire, Corn Dealer. Mar 23 at 11. George Hotel, Highbridge  
 Raatz, Walter, Swansea, General Dealer. Mar 27 at 11. Official Receiver, 6, Rutland st, Swansea  
 Robinson, Abraham, Millmay pk, Furrier. Mar 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 Sanderson, Thomas, Birkdale, Lancashire, Laundryman. Mar 26 at 2. Official Receiver, 35, Victoria st, Liverpool  
 Stocker, G.L., Oxfordsgns, Notting hill. Mar 29 at 12. 33, Carey st, Lincoln's inn fields  
 Taylor, William, Edinham, Northumberland, Farmer. Mar 25 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne  
 Vine, Sydney, Bridge parade, Teddington, Grocer. Mar 23 at 11. 28 and 29, St Swithin's lane  
 Watson, Ralph Cook, Gateshead, Durham, Printer. Mar 26 at 11. Official Receiver, Pink lane, Newcastle on Tyne  
 Wrate, Job, Kilburn pk rd, Grocer. Mar 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

## ADJUDICATIONS.

Bailey, Charles Edward, Nottingham, Plumber. Nottingham. Pet Feb 5. Ord Mar 13  
 Bold, Thomas, Dewsbury, Yorks, Wool Merchant. Dewsbury. Pet Feb 20. Ord Mar 12  
 Booth, Walter, Oldham, Lancashire, Stone Mason. Oldham. Pet Feb 23. Ord Mar 12  
 Brown, James Wotherspoon, Salisbury, Upholsterer's Assistant. Salisbury. Pet Feb 17. Ord Mar 12  
 Canham, George Henry, Middlesbrough, Grocer. Stockton on Tees and Middlesbrough. Pet Feb 24. Ord Mar 11  
 Challinor, John Stafford, Newcastle under Lyme, Grocer. Hanley, Burslem, and Tunstall. Pet Mar 11. Ord Mar 11  
 Chalmers, William Bryce, New Broad st, Manager of a Public Company. High Court. Pet Feb 17. Ord Mar 12  
 Clarke, Jacob, Lowestoft, Suffolk, Shoemaker. Gt Yarmouth. Pet Mar 1. Ord Mar 12  
 Clegg, Jonathan Chadwick, Dalton in Furness, Gentleman. Ulverston and Barrow in Furness. Pet Feb 3. Ord Mar 11  
 Dawson, John Thomas, Gt Steeping, Lincolnshire, Yeoman. Boston. Pet Feb 13. Ord Mar 13  
 Delamay, George, Manchester, Yarn Agent. Manchester. Pet Jan 29. Ord Mar 12  
 Duck, William, Newbury, Berks, Butcher. Newbury. Pet Feb 15. Ord Mar 13  
 Elliker, Henry, York, Grocer. York. Pet Feb 25. Ord Mar 13  
 Everett, Charles Henry, Iverson rd, Kilburn, Builder. High Court. Pet Dec 22. Ord Mar 10  
 Farrant, George Herbert Sweet, Bemerton, Wilts, Corn Merchant. Salisbury. Pet Feb 23. Ord Mar 10  
 Forrester, Thomas Frederick, Coulter rd, The Grove, Hammersmith, Commercial Traveller. High Court. Pet Mar 3. Ord Mar 11  
 Forster, Alfred Wharton, Roughton, Norfolk, Farmer. King's Lynn. Pet Feb 25. Ord Mar 11  
 Gardner, William, Aldgate, Maltster's Agent. High Court. Pet Mar 8. Ord Mar 13  
 Golden, Edward, High st, Sandgate, Dairyman. Canterbury. Pet Feb 23. Ord Mar 12  
 Gorringe, William, Upper Baker st, Grocer's Assistant. High Court. Pet Jan 28. Ord Mar 13  
 Head, John, Eastbourne, Grocer. Lewes and Eastbourne. Pet Mar 12. Ord Mar 13  
 Herenden, Thomas George, Dover, Credit Draper. Canterbury. Pet Feb 19. Ord Mar 12  
 James, Francis Henry, Birmingham, China Dealer. Birmingham. Pet Mar 13. Ord Mar 13  
 Jones, William, Portmadoc, Carnarvonshire, Builder. Bangor. Pet Feb 23. Ord Mar 11  
 Kirby, John Henry, Crystal Palace rd, East Dulwich, Solicitor. High Court. Pet Mar 10. Ord Mar 13

Landor, Court.  
 Leach, J.  
 Feb 11.  
 Lewin, W.  
 Feb 6.  
 Magnus,  
 Dewson,  
 Mitchell,  
 Mar 13.  
 Mobbs, J.  
 Mar 3.  
 Oliphant,  
 Ord Mar.  
 Powell, J.  
 Quenby,  
 Ord Mar.  
 Roberts,  
 High C.  
 Ruok, S.  
 Taylor, V.  
 Pet Mar.  
 Thomas,  
 Feb 17.  
 Thompson,  
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 Tones, G.  
 Tongue,  
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Larder, Robert William, and John Barton, Harp lane, Lightermen. High Court. Pet Feb 16. Ord Mar 13  
 Leach, Joseph, Park rd, Crouch End, Commercial Traveller. High Court. Pet Feb 11. Ord Mar 13  
 Lewin, William, Charleville rd, West Kensington, Jeweller. High Court. Pet Feb 6. Ord Mar 10  
 Megson, Graham, and John Megson, Oseett, Yorks, Mungo Manufacturers. Derbyshire. Pet Feb 22. Ord Mar 13  
 Mitchell, Thomas, Salford, Lancashire, Grocer. Salford. Pet Feb 17. Ord Mar 13  
 Mobbs, John, Southampton, Accountant. Southampton. Pet Jan 22. Ord Mar 11  
 Olliphant, Hannah, Brampton, Cumberland, Hotel Keeper. Carlisle. Pet Mar 8. Ord Mar 13  
 Powell, John, Birkenhead, Saddler. Birkenhead. Pet Feb 28. Ord Mar 11  
 Queensborough, John, Boston, Lincolnshire, Chemist. Boston. Pet Jan 23. Ord Mar 11  
 Roberts, Katherine, otherwise Kate, Porchester gdns, Boarding House Keeper. High Court. Pet Feb 11. Ord Mar 10  
 Ruck, Sidney, Chatham, Builder. Rochester. Pet Mar 3. Ord Mar 11  
 Taylor, William, Eglingham, Northumberland, Farmer. Newcastle on Tyne. Pet Mar 11. Ord Mar 11  
 Thomas, Robert Dunlop, Prestbury, Gloucestershire, Gent. Cheltenham. Pet Feb 17. Ord Mar 13  
 Thompson, Matthew, Jarrow, Durham, Tailor. Newcastle on Tyne. Pet Feb 23. Ord Mar 11  
 Tomes, George, Gloucester, Boot Maker. Gloucester. Pet Mar 8. Ord Mar 13  
 Tongue, Henry, Bo-ton, Lancashire, Licensed Victualler. Bolton. Pet Feb 18. Ord Mar 13  
 Widdowson, James, Didsbury, Lancashire, Corn Factor. Stockport. Pet Mar 12. Ord Mar 13  
 Wright, Thomas, Meltham, Yorks, Boot Maker. Huddersfield. Pet Feb 26. Ord Mar 13  
 Yates, William, Pool, nr Leeds, Paper Manufacturer. Leeds. Pet Mar 10. Ord Mar 11

## ADJUDICATION ANNULLLED.

Garrett, Thomas Landon, Stratford, Buckinghamshire, Farmer. Northampton. Adjud. Oct 17. Annul Feb 9

\* The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand

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Friday, April 9	Friday, June 25	Friday, Oct. 8
Friday, April 16	Friday, July 2	Friday, Oct. 15
Friday, May 7	Friday, July 9	Friday, Oct. 29
Friday, May 14	Friday, July 16	Friday, Nov. 5
Friday, May 21	Friday, July 23	Friday, Nov. 19
Friday, June 4	Friday, Aug. 13	Friday, Dec. 10
Friday, June 11	Friday, Sept. 3	

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Tues., April 6	Tues., June 22	Tues., Aug 24
Tues., April 13	Tues., June 29	Tues., Aug 31
Tues., April 20	Tues., July 6	Tues., Oct 5
Tues., May 4	Tues., July 13	Tues., Oct 19
Tues., May 11	Tues., July 20	Tues., Nov 9
Tues., May 18	Tues., July 27	Tues., Nov 23
Tues., May 25	Tues., Aug 3	Tues., Dec 14

Auctions can also be held on other days. In any case due notice should be given, in order to insure proper publicity; the period between such notices and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—60, Cheapside, London.

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The Directors who retire according to the Deed of Settlement are Messrs. J. R. Buckton, James Kings-R. J. Sisson, F. J. Coverdale, ford, C.A. Swinburne, Basil Field, The Right Hon. F. E. Ward, and Robert Foster, Sir John Lam. C. W. Wasbrough, K.C.B., brough, Austin J. King, James Rowe, and who, being eligible, offer themselves for re-election.

The Auditors, Mr. James J. Darley and Mr. Theodore Waterhouse, also retire, and, being eligible, also offer themselves for re-election.

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